

### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	February 9, 2017																		
<b>Owner:</b>	Denzil Kim White [Marital status: married]																		
<b>Owner’s Address:</b>	P.O. Box 693 Eddyville, KY 42038																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately 628.832 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Construction Term</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">Construction Extension Term</td><td style="background-color: black;"></td></tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			

<p><b>Production Rent</b></p>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="581 380 1321 667"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 726 1321 852"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 911 1321 1037"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<p><b>Development Term:</b></p> <p><b>Construction Term:</b></p> <p><b>Construction Extension Term:</b></p> <p><b>Production Term:</b></p> <p><b>Extended Production Term:</b></p>	<p>The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of \$30/acre.</p> <p>The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.</p> <p>The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.</p>																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). The Parties agree to

use the amount of total acreage listed in the Basic Terms Summary for purposes of calculating rent payments owed under this Agreement. Tenant may obtain a survey of the Property and may obtain a revised total acreage for the Property and/or a more specific legal description for the Property. Upon receipt of a revised total acreage for the Property based upon such a survey, the Parties agree to amend the total acreage included in the Basic Terms Summary, and adjust the next rent payment owed by Tenant to account for any additional rent payments owed or surplus in past rent payments paid, based upon an increase or decrease in the total acreage. Upon receipt of a more specific legal description for the Property, the Parties further agree to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "**Project**"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "**Solar Energy Projects**").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("**Project Activities**"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "**Solarpower Facilities**"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("**Transmission Facilities**"); (3) other facilities consisting of operations and maintenance buildings, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including the installation of a well to provide water to such operations and maintenance buildings, as well as roads, control buildings, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("**Operational Facilities**") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "**Project Facilities**"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement).

This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5)** years after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the next December 31 after the Production Date (which shall be the first such year), each subsequent calendar year during the Production Term (and during the Extended Production Term if applicable), and the period from January 1 of the last Production Year until the expiration of the Production Term (and until the expiration of the Extended Production Term if applicable). Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 **Development Rent.** Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] days after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] days after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 **Production Rent.** Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Within [REDACTED] days after the first January 1 occurring after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, on each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the amount specified as Production Rent in the Basic Terms Summary for that Production Year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 **Payment Adjustments; Partial Ownership; Change in Property Ownership.** If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] prior written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owner is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN

ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] days before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR

**OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

“Affiliate” for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT’S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES’ STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “TENANT PARTIES” OR A “TENANT PARTY”) FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY’S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY’S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.

8.3 Recognition of Dangers. OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Section 9. Tenant’s Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Tenant’s use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph



or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for [REDACTED]

9.6 Relocation of Irrigation System. If Tenant's construction of the Project, should it occur, requires the removal and relocation of an irrigation system, then Tenant shall reimburse Owner for the cost of removal and relocation of the system; which will be performed by the Owner, up to an amount [REDACTED]

**Section 10. Owner's Representations, Warranties and Covenants**. Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface

rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, “**Liens**”) encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind (“**Third Party Rights**”) that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A “**Subordination and Non-Disturbance Agreement**” means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. Within [REDACTED] after receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

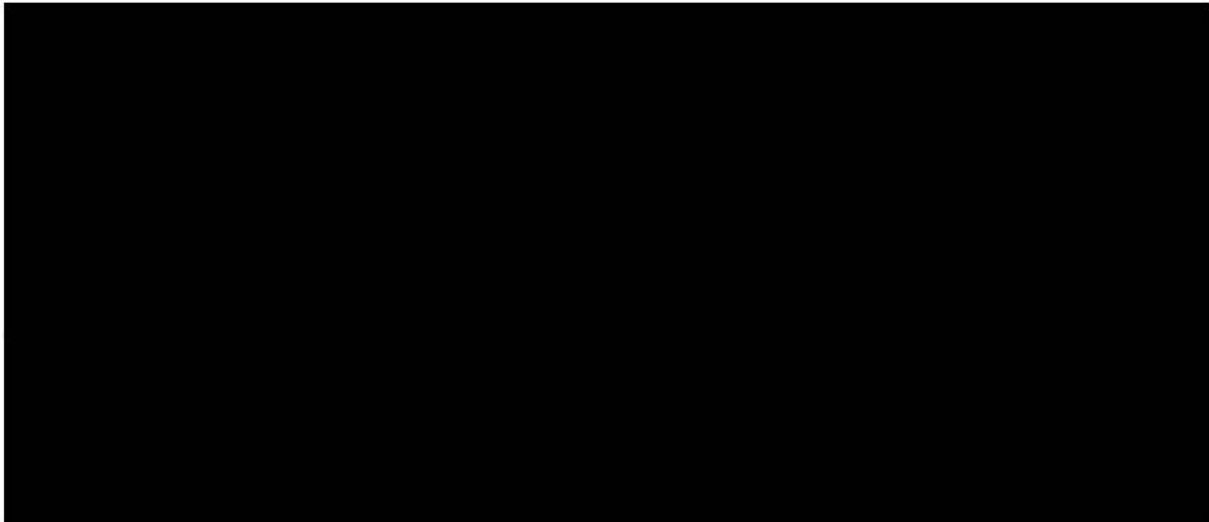
10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions: 

10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2 Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under

this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage exists and until the lien created by such Mortgage has been extinguished, any Mortgagee of the Property or any portion of the Property has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of

Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default.**"

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] after receipt of the notice of default for any non-monetary default, provided that such period [REDACTED] the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.



12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

**Section 13. Termination.**

13.1 Tenant's Right to Terminate:

[REDACTED]

13.2 Owner's Right to Terminate:

[REDACTED]

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property to not less than [REDACTED] feet below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### Section 14. Easements.

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things,

such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other

communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term “Easement”, except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service, [REDACTED] days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys’ fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and un-appealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

16.14 Release of Dower. Jannis K. White, spouse of Owner, joins in the execution of this Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof.

[signatures appear on following page]

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER:  
DENZIL KIM WHITE**

By: *Denzil Kim White*  
PRINT NAME: Denzil Kim White

**SPOUSE OF OWNER, joining for sole purpose of  
disclaiming the spouse's interest in the Property and this  
Agreement:  
JANNIS K. WHITE**

By: *Jannis K White*  
PRINT NAME: Jannis K White

**TENANT:  
ASHWOOD SOLAR I, LLC**

By: *Michael V. Pe*  
PRINT NAME: Michael V. Pe  
PRINT TITLE: Vice President

## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 628.832 acres, more or less:

- As described in Deed Book 147 at Page 707, said deed recorded on Jun 16, 2008, consisting of 105.63 acres, more or less, also known as Parcel ID 38-13, as depicted in the map on the following page:

#### PARCEL NO. 2

##### TRACT I

A certain tract of land lying on waters of Skinframe Creek in Lyon County, Kentucky, and bounded thus: Beginning at a stone corner to W. C. Rice in W. H. Garner's line; running thence S 74° W 13 poles to a stone; thence S 72 ½ W 134 poles to a stone; thence S 85° W 55 poles to a stone in Easley's line; thence S 25° W \_\_\_\_\_ poles with Easley's line to a double black oak, corner to Woodall; thence S 89° E 39 poles to a black oak (marked ??); thence S 53 ½° E 6 poles to a sassafras; thence S 26 ½ E 39 poles to a large forked black oak; thence N 67 ½ E 117 poles to a stone corner to W. C. Rice; thence N 20 W 51 poles to a stone; thence N 4 ¼ W 50 poles to the beginning, containing \_\_\_\_\_ acres.

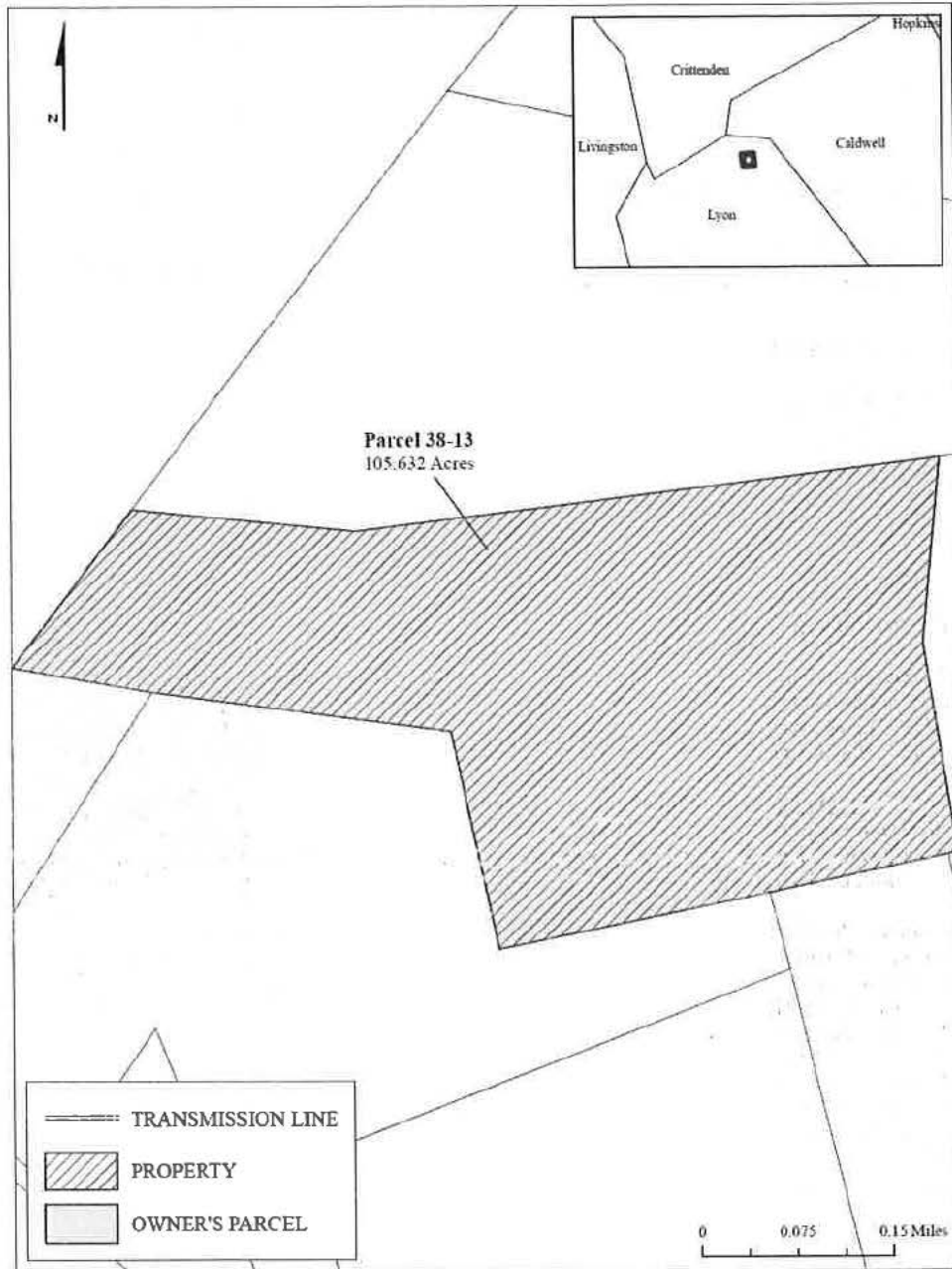
This conveyance of what is known as the "Garner Farm" is estimated to contain 98 acres, more or less; however, the exact acreage is not warranted and is SUBJECT TO any off-conveyances, reservations, or easements which may appear as a matter of record, if any.

##### TRACT II

A right of way or road sixteen (16) feet wide adjoining the Broekmyer place and running from the residence on the Stone place to the Old Kuttawa and Fredonia Road.

This is the same property conveyed to Charles R. Dorroh, a married man, and Margo D. Dixon (same person as Margot D. Dixon), a married woman, a one-half (1/2) interest each as tenants in common, by deed from Dorris G. Dorroh, a widow, dated November 6, 1984 and recorded in Deed Book 88, page 502. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained said decedent's one-half (1/2) interest in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office. Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.



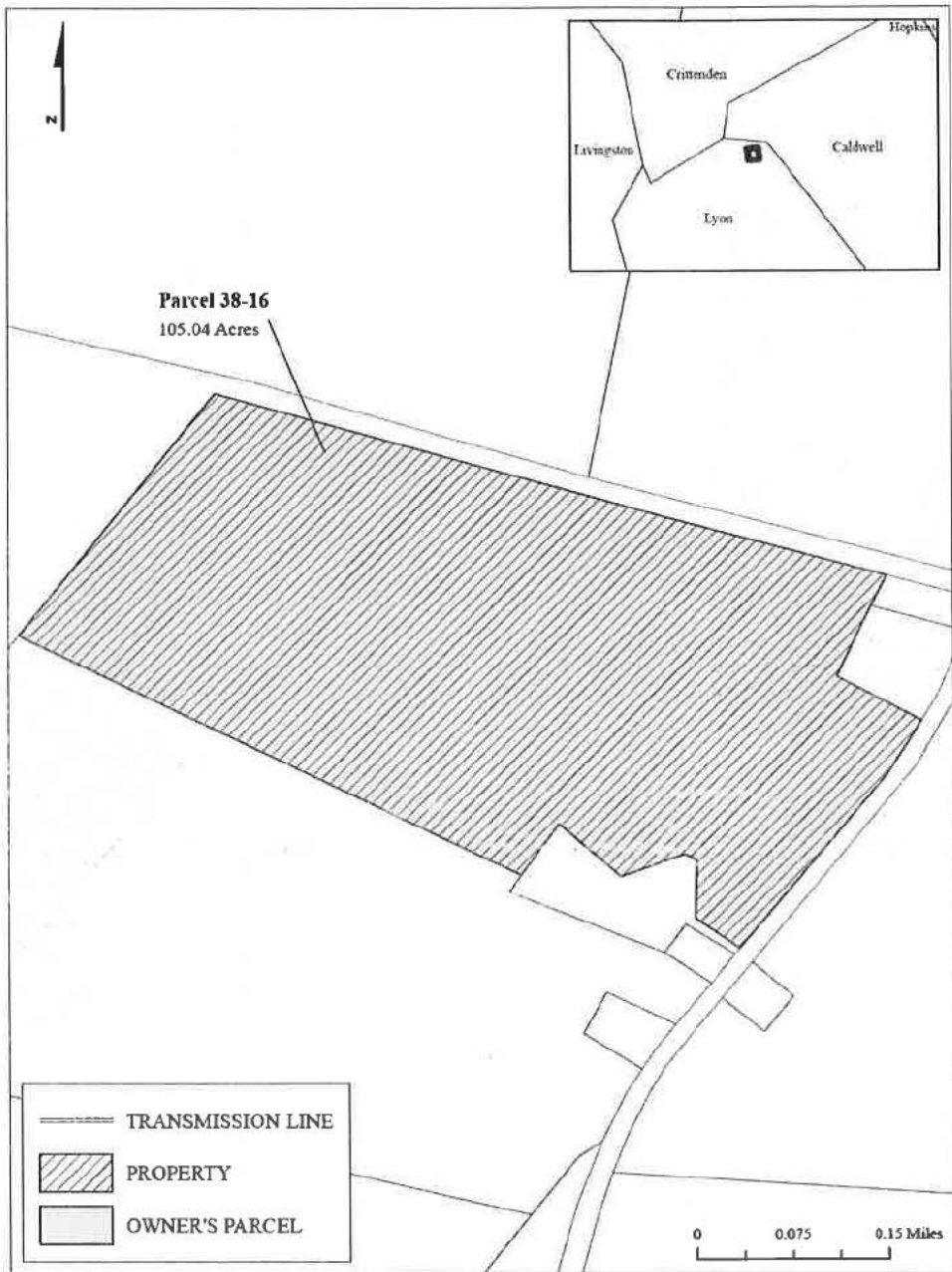


- As described in Deed Book 102 at Page 164, said deed recorded on Mar 13, 1992, consisting of 105.04 acres, more or less, also known as Parcel ID 38-16, as depicted in the map on the following page:

**TRACT IV: JONES PLACE, 135.5 ACRES**

A certain tract or parcel of land lying on the west side of the Kuttawa and Fredonia Road (Highway U.S. No. 641) about 7 miles northeast of Kuttawa, in Lyon County, Kentucky and bounded and described as follows: BEGINNING at a stake or stone on the west side of said Highway at a point where it is intersected by the Old Dycusburg Road; thence with said Dycusburg Road N. 86 W. 203-1/4 poles; thence S. 31 W. 82-1/2 poles to a stake or stone, corner to H.F. Glenn; thence with his line S. 74 E. 135 poles to a stake near a pond; thence S. 24-3/4 W. 6-3/4 poles to a stake; thence S. 78-3/4 E. 56-1/2 poles to a stake or stone on the west side of said Highway; thence with same to the point of beginning, containing 135.5 acres, more or less. LESS FIVE (5) ACRES HERETOFORE CONVEYED OFF to William Herrod by Deed recorded 3-31-49, Deed Book 42, Page 301, Lyon County Court Clerk's Office.

Being the same property that was conveyed to Denzil K. White and wife Janice A. White and Paul Holt et ux by Deed from Velma W. Jones, single, recorded 10-12-78 in Deed Book 66, Page 531, Lyon County Court Clerk's Office.



- As described in Deed Book 147 at Page 707, said deed recorded on Jun 16, 2008, consisting of 62.92 acres, more or less, also known as Parcel ID 39-1, as depicted in the map on the following page:

**PARCEL NO. 1**

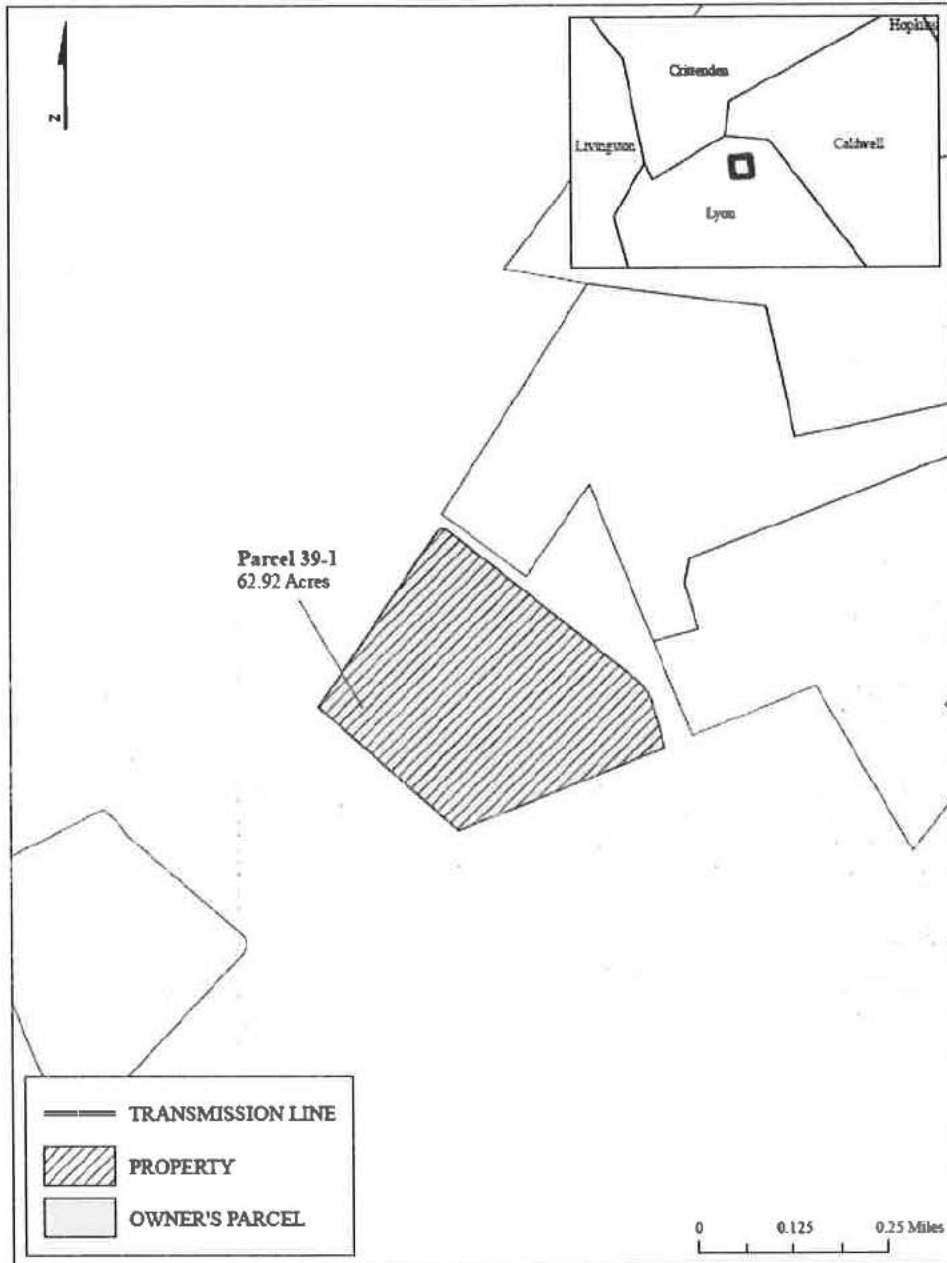
A certain tract or parcel of land situated about six miles northeast of Kuttawa, near Kentucky Highway No. 93, in Lyon County, Kentucky, and described by metes and bounds as follows:

Beginning at a stone, corner to the Brasher survey in the line of Robbie Dorroh; thence with the line of the Brasher survey N 31 ½ W 113 ¼ poles to a stake in a flat, corner to wire fence line intersection; thence with said wire fence line S 26 ¼ W 48-2/5 poles to center line of W.P.A. road which passes the residence of Mrs. Fred C. Dorroh; thence with the center line of said road N 61 W 45 poles to a point in said W.P.A. road in the line of outside boundary (Jackson's line); thence with the same S 24 W 96 ½ poles to a stone in a public road, corner to W. E. Jackson, Roy Williams and Robbie Dorroh; thence with the Dorroh line S 58 ½ E 80 ½ poles to a stone, original corner in the Brasher survey and corner to Plot No. 2; thence with the line of same N 58 ¾ E 96 ½ poles to the beginning, containing 80.9 acres.

This conveyance of what is known as the "Dorroh Farm" is estimated to contain 80.9 acres, more or less; however, the exact acreage is not warranted and is SUBJECT TO any off-conveyances, reservations, or easements which may appear as a matter of record, if any.

This is the same property conveyed to Charles R. Dorroh, a married man, and Margo D. Dixon (same person as Margot D. Dixon), a married woman, a one-half (1/2) interest each as tenants in common, by deed from Dorris G. Dorroh, a widow, dated November 6, 1984 and recorded in Deed Book 88, page 500. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained said decedent's one-half (1/2) interest in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office.

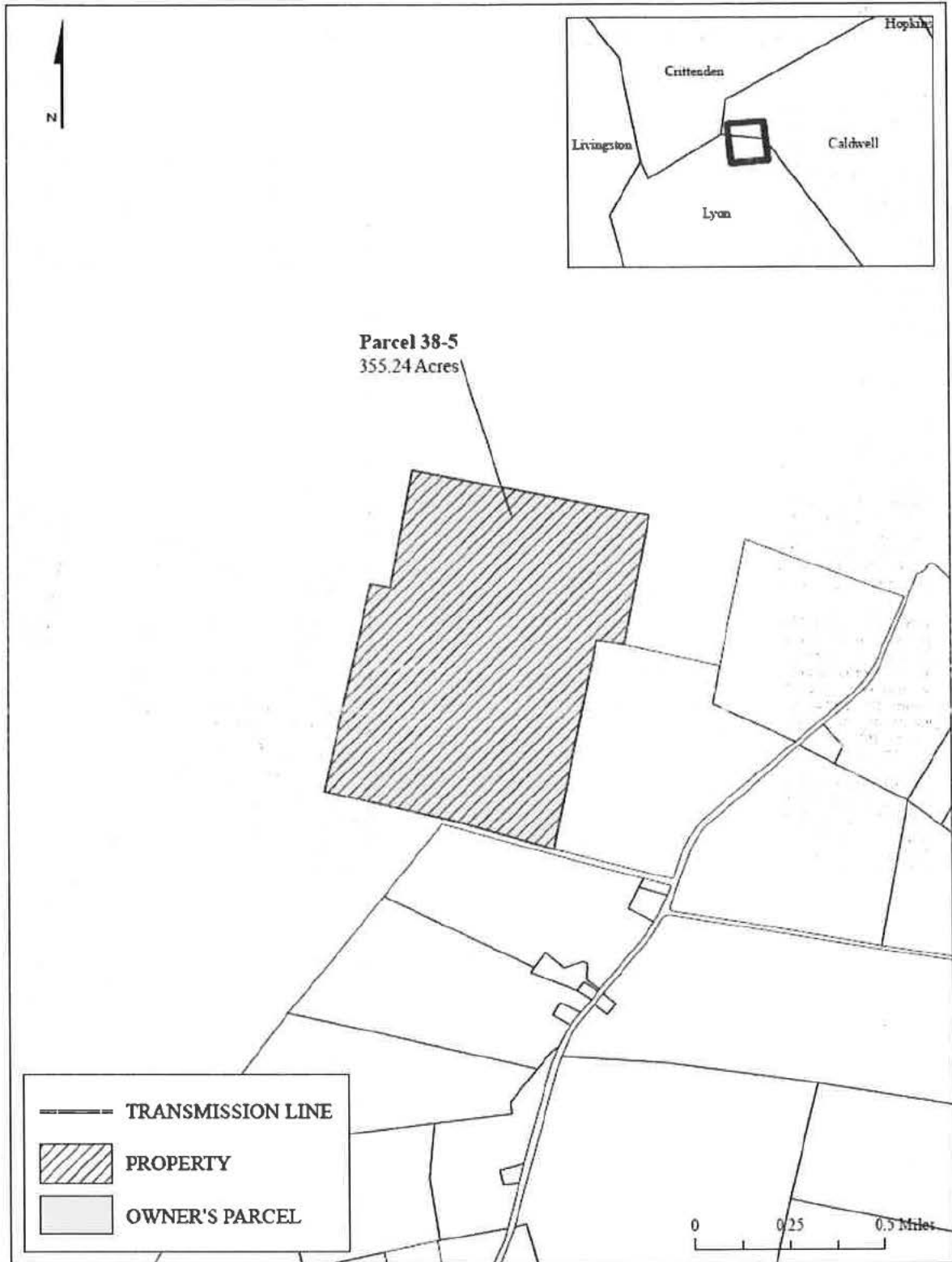
Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.



- As described in Deed Book 98 at Page 432, said deed recorded on Aug 14, 1990, consisting of 355.24 acres, more or less, also known as Parcel ID 38-5, as depicted in the map on the following page:

Being a 355.2371 acre tract of land in Lyon Co., Ky., approximately 4.5 miles northeast of Eddyville on the north side of Coleman-Doles Road, and more particularly described as beginning at the southeast corner of the property herein described at a 1/2 inch rebar (set) at a fence corner post in the 25 ft. north right-of-way of said road approximately 1700 ft. west of U. S. 641, a corner to Ricky McDowell; thence with said right-of-way as follows; North 85 degrees 23 minutes 16 seconds West-589.70 ft.; North 85 degrees 03 minutes 16 seconds West-461.49 ft.; North 86 degrees 31 minutes 28 seconds West-543.49 ft.; North 89 degrees 09 minutes 25 seconds West-773.03 ft.; North 88 degrees 38 minutes 53 seconds West-408.60 ft.; North 88 degrees 16 minutes 58 seconds West-531.84 ft.; to a railroad spike (set) in the projected centerline of Clift Road; thence North 02 degrees 05 minutes 42 seconds East-2956.92 ft. with the lines of Owen Lumber Co. and John Stice, also being the centerline of said road, to a 1/2 inch rebar (set) in the projected centerline intersection of said road; thence South 88 degrees 21 minutes 06 seconds East-278.66 ft. and continuing with said centerline to a 1/2 inch rebar (set) at the projected centerline intersection of said road; thence North 00 degrees 19 minutes 57 seconds East-1693.55 ft. to a steel post in the centerline of said road; thence

South 89 degrees 42 minutes 15 seconds East-1481.68 ft. to a stone at a fence corner; thence South 89 degrees 28 minutes 26 seconds East-1859.73 ft. to a 1/2 inch rebar (set) at a fence corner in the line of the Norwood Veed Estate; thence South 00 degrees 41 minutes 27 seconds West-1816.87 ft. to a stone at a fence corner in the north line of Ricky McDowell; thence North 89 degrees 56 minutes 47 seconds West-387.84 ft. to a stone at a fence corner, corner to McDowell; thence South 00 degrees 30 minutes 00 seconds West-2956.54 ft. to the point of beginning. Survey prepared by Randy L. Gray, KY R.L.S. #2932. See plat of record in Plat Cabinet 1, File 115, Office of the Lyon County Court Clerk's Office.



**EXHIBIT B**

**Liens and Third Party Rights**

None.



**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF LYON

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of February 9, 2017 (the "Effective Date"), between **Denzil Kim White**, a married person as to his sole and separate property with spouse joining for the sole purpose of disclaiming their interest in the Agreement and the Property, (collectively "Owner"), and **Ashwood Solar I, LLC** ("Tenant"), with regards to the following:

1. **Solar Agreement.** Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the "Agreement"), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the "Property"). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.

2. **Grant of Rights.** The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant's use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. **Term.** The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms

of up to five (5) years each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Release of Dower. Jannis K. White, spouse of Owner, joins in the execution of the Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof

11. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

**OWNER:**  
**Denzil Kim White**

By: Denzil Kim White  
PRINT NAME: Denzil Kim White

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Denzil Kim White a resident of the State of Kentucky.

[SEAL]

Susan Doorn 510270  
Notary Public State of Ky  
My commission expires: 4.28.18

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:  
Jannis K. White**

By: Jannis K White  
PRINT NAME: Jannis K White

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Jannis K. White a resident of the State of Kentucky.

[SEAL]

Susan Dorn 510279  
Notary Public State of Ky  
My commission expires: 4.28.18

TENANT:

Ashwood Solar I, LLC,

By: Michael Volpe

PRINT NAME: Michael Volpe

PRINT TITLE: Vice President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

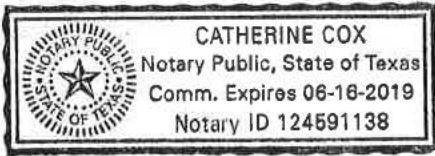
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2017, by Michael Volpe, Vice President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]

Catherine Cox

Notary Public State of Texas

My commission expires: 6-16-19



This Instrument Prepared By:

A handwritten signature in cursive script, appearing to read "Kris Brandenburg", is written over a horizontal line.

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky, containing 628.832 acres, more or less:

- As described in Deed Book 147 at Page 707, said deed recorded on Jun 16, 2008, consisting of 105.63 acres, more or less, also known as Parcel ID 38-13, as depicted in the map on the following page:

**PARCEL NO. 2**

**TRACT I**

A certain tract of land lying on waters of Skinframe Creek in Lyon County, Kentucky, and bounded thus: Beginning at a stone corner to W. C. Rice in W. H. Garner's line; running thence S 74° W 13 poles to a stone; thence S 72 ½ W 134 poles to a stone; thence S 85° W 55 poles to a stone in Easley's line; thence S 25° W \_\_\_\_\_ poles with Easley's line to a double black oak, corner to Woodall; thence S 89° E 39 poles to a black oak (marked ??); thence S 53 ½° E 6 poles to a sassafras; thence S 26 ½ E 39 poles to a large forked black oak; thence N 67 ½ E 117 poles to a stone corner to W. C. Rice; thence N 20 W 51 poles to a stone; thence N 4 ¼ W 50 poles to the beginning, containing \_\_\_\_\_ acres.

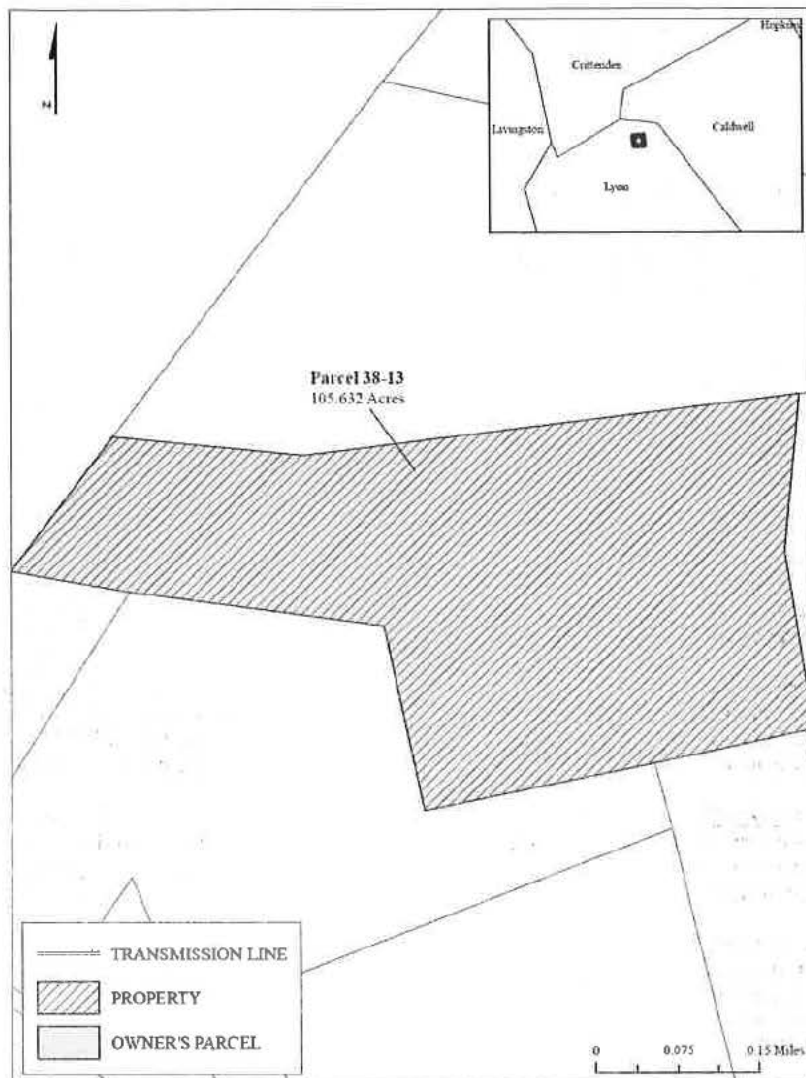
This conveyance of what is known as the "Garner Farm" is estimated to contain 98 acres, more or less; however, the exact acreage is not warranted and is SUBJECT TO any off-conveyances, reservations, or easements which may appear as a matter of record, if any.

**TRACT II**

A right of way or road sixteen (16) feet wide adjoining the Brockmyer place and running from the residence on the Stone place to the Old Kuttawa and Fredonia Road.

This is the same property conveyed to Charles R. Dorroh, a married man, and Margo D. Dixon (same person as Margot D. Dixon), a married woman, a one-half (1/2) interest each as tenants in common, by deed from Dorris G. Dorroh, a widow, dated November 6, 1984 and recorded in Deed Book 88, page 502. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained said decedent's one-half (1/2) interest in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office. Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.





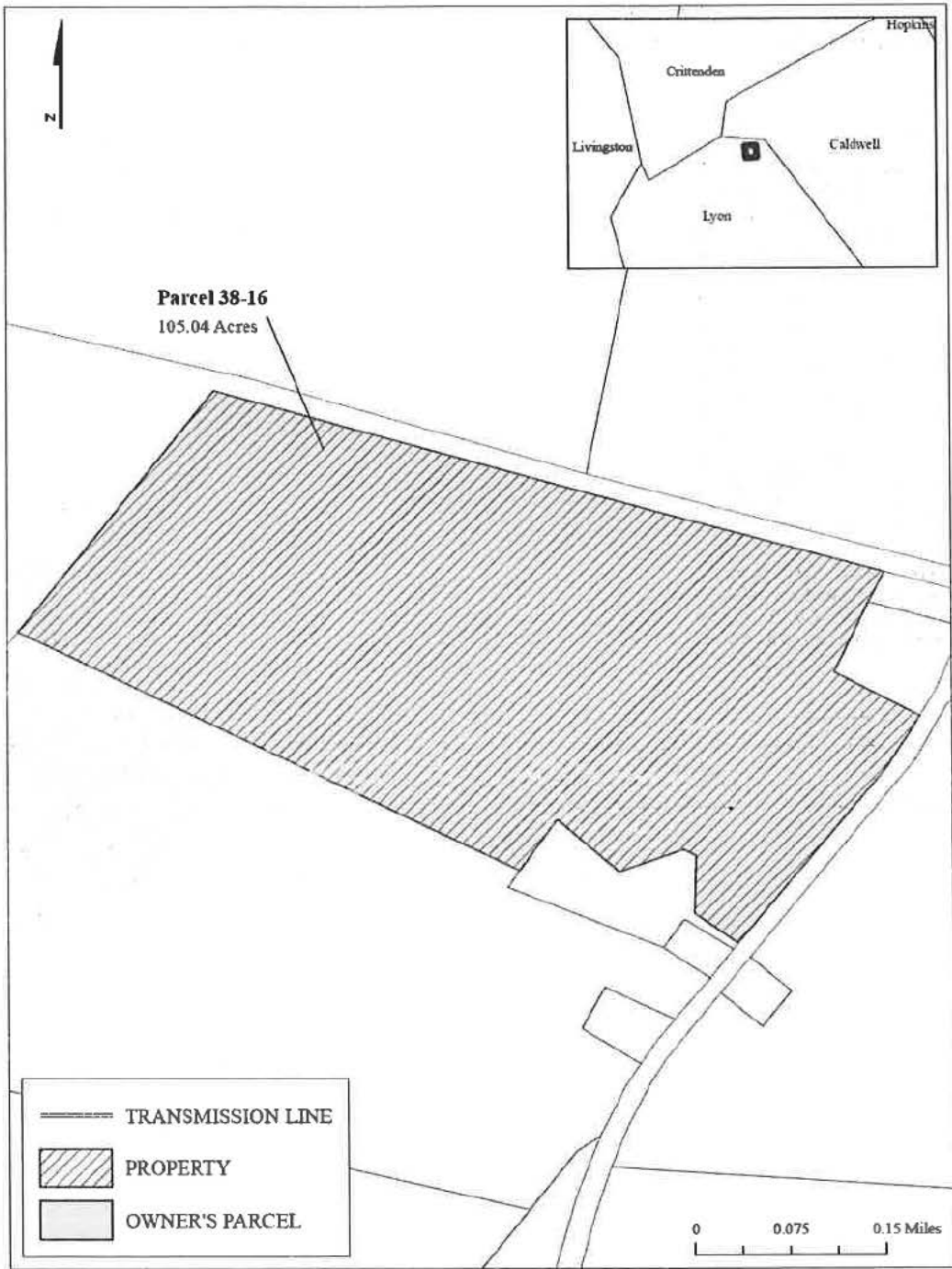
- As described in Deed Book 102 at Page 164, said deed recorded on Mar 13, 1992, consisting of 105.04 acres, more or less, also known as Parcel ID 38-16, as depicted in the map on the following page:

**TRACT IV: JONES PLACE, 135.5 ACRES**

A certain tract or parcel of land lying on the west side of the Kuttawa and Fredonia Road (Highway U.S. No. 641) about 7 miles northeast of Kuttawa, in Lyon County, Kentucky and bounded and described as follows: BEGINNING at a stake or stone on the west side of said Highway at a point where it is intersected by the Old Dycusburg Road; thence with said Dycusburg Road N. 86 W. 203-1/4 poles; thence S. 31 W. 82-1/2 poles to a stake or stone, corner to H.F. Glenn; thence with his line S. 74 E. 135 poles to a stake near a pond; thence S. 24-3/4 W. 6-3/4 poles to a stake; thence S. 78-3/4 E. 56-1/2 poles to a stake or stone on the west side of said Highway; thence with same to the point of beginning, containing 135.5 acres, more or less.

LESS FIVE (5) ACRES HERETOFORE CONVEYED OFF to William Herrod by Deed recorded 3-31-49, Deed Book 42, Page 301, Lyon County Court Clerk's Office.

Being the same property that was conveyed to Denzil K. White and wife Janice A. White and Paul Holt et ux by Deed from Velma W. Jones, single, recorded 10-12-78 in Deed Book 66, Page 531, Lyon County Court Clerk's Office.



- As described in Deed Book 147 at Page 707, said deed recorded on Jun 16, 2008, consisting of 62.92 acres, more or less, also known as Parcel ID 39-1, as depicted in the map on the following page:

**PARCEL NO. 1**

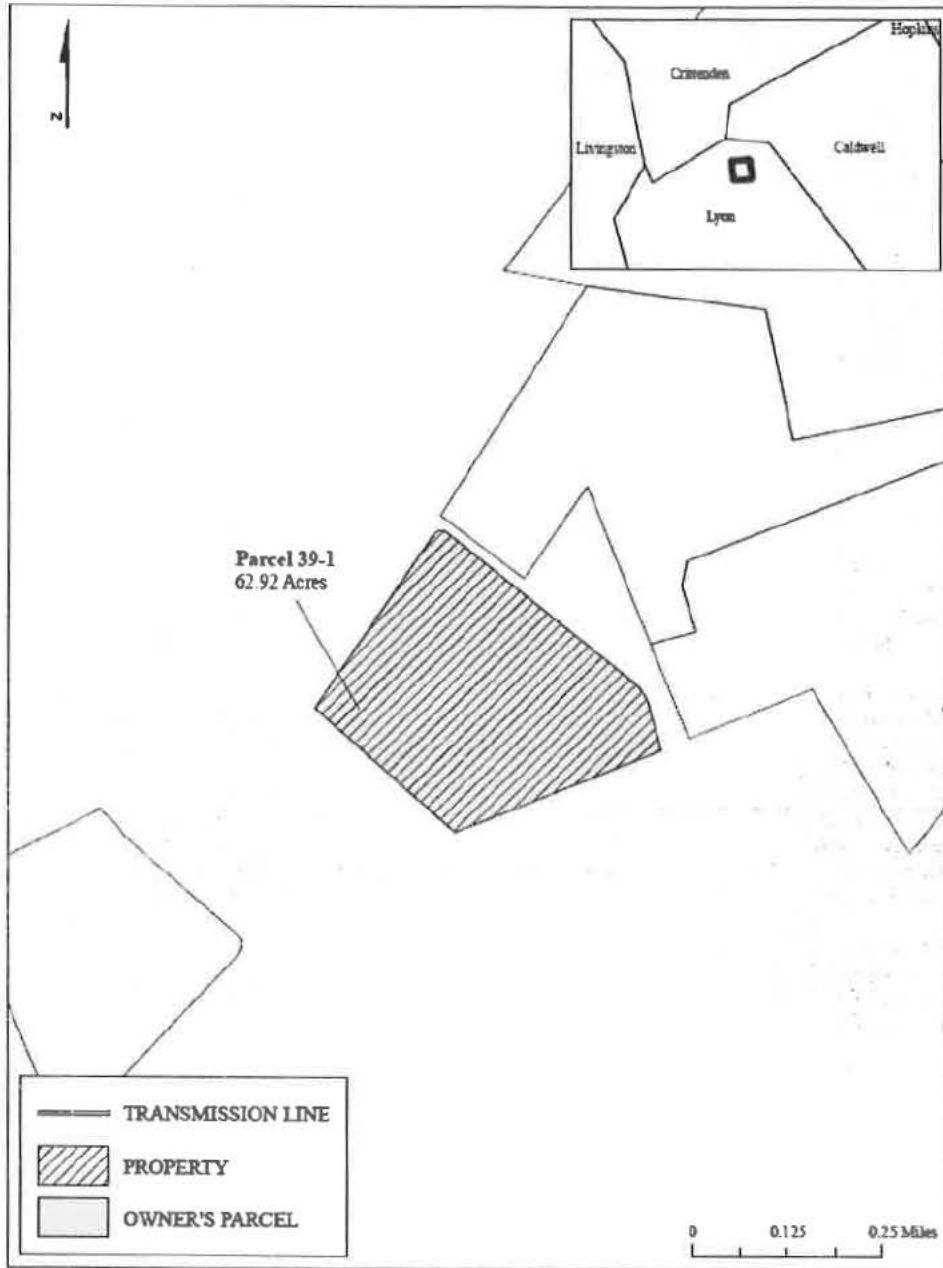
A certain tract or parcel of land situated about six miles northeast of Kuttawa, near Kentucky Highway No. 93, in Lyon County, Kentucky, and described by metes and bounds as follows:

Beginning at a stone, corner to the Brasher survey in the line of Robbie Dorroh; thence with the line of the Brasher survey N 31 ½ W 113 ¾ poles to a stake in a flat, corner to wire fence line intersection; thence with said wire fence line S 26 ¼ W 48-2/5 poles to center line of W.P.A. road which passes the residence of Mrs. Fred C. Dorroh; thence with the center line of said road N 61 W 45 poles to a point in said W.P.A. road in the line of outside boundary (Jackson's line); thence with the same S 24 W 96 ½ poles to a stone in a public road, corner to W. E. Jackson, Roy Williams and Robbie Dorroh; thence with the Dorroh line S 58 ½ E 80 ½ poles to a stone, original corner in the Brasher survey and corner to Plot No. 2; thence with the line of same N 58 ¾ E 96 ½ poles to the beginning, containing 80.9 acres.

This conveyance of what is known as the "Dorroh Farm" is estimated to contain 80.9 acres, more or less; however, the exact acreage is not warranted and is SUBJECT TO any off-conveyances, reservations, or easements which may appear as a matter of record, if any.

This is the same property conveyed to Charles R. Dorroh, a married man, and Margo D. Dixon (same person as Margot D. Dixon), a married woman, a one-half (1/2) interest each as tenants in common, by deed from Dorris G. Dorroh, a widow, dated November 6, 1984 and recorded in Deed Book 88, page 500. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained said decedent's one-half (1/2) interest in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office.

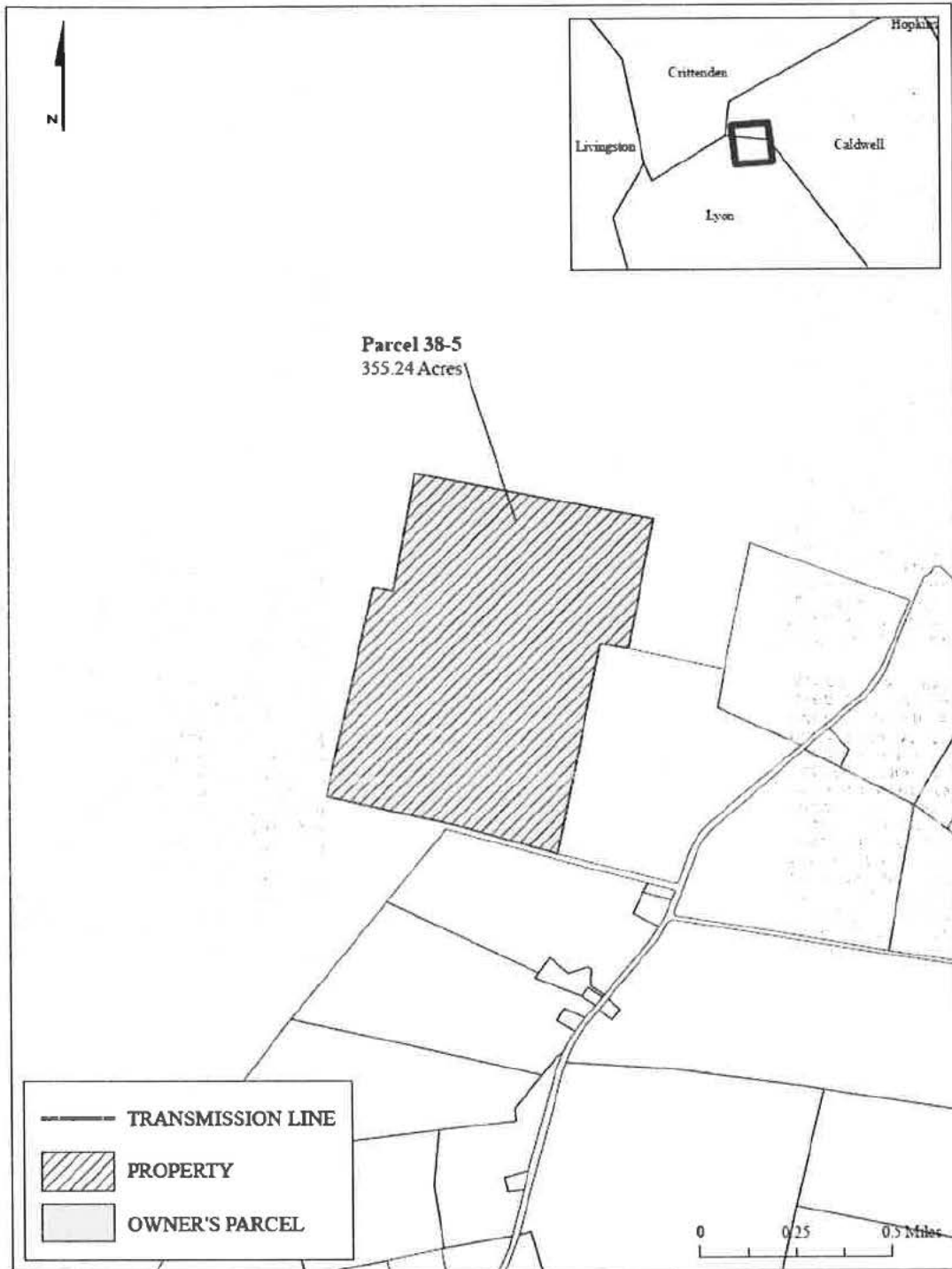
Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.



- As described in Deed Book 98 at Page 432, said deed recorded on Aug 14, 1990, consisting of 355.24 acres, more or less, also known as Parcel ID 38-5, as depicted in the map on the following page:

Being a 355.2371 acre tract of land in Lyon Co., Ky., approximately 4.5 miles northeast of Eddyville on the north side of Coleman-Doles Road, and more particularly described as beginning at the southeast corner of the property herein described at a 1/2 inch rebar (set) at a fence corner post in the 25 ft. north right-of-way of said road approximately 1700 ft. west of U. S. 641, a corner to Ricky McDowell; thence with said right-of-way as follows; North 85 degrees 23 minutes 16 seconds West-589.70 ft.; North 85 degrees 03 minutes 16 seconds West-461.49 ft.; North 86 degrees 31 minutes 28 seconds West-543.49 ft.; North 89 degrees 09 minutes 25 seconds West-773.03 ft.; North 88 degrees 38 minutes 53 seconds West-408.60 ft.; North 88 degrees 16 minutes 58 seconds West-531.84 ft.; to a railroad spike (set) in the projected centerline of Clift Road; thence North 02 degrees 05 minutes 42 seconds East-2956.92 ft. with the lines of Owen Lumber Co. and John Stice, also being the centerline of said road, to a 1/2 inch rebar (set) in the projected centerline intersection of said road; thence South 88 degrees 21 minutes 06 seconds East-278.66 ft. and continuing with said centerline to a 1/2 inch rebar (set) at the projected centerline intersection of said road; thence North 00 degrees 19 minutes 57 seconds East-1693.55 ft. to a steel post in the centerline of said road; thence

South 89 degrees 42 minutes 15 seconds East-1481.68 ft. to a stone at a fence corner; thence South 89 degrees 28 minutes 26 seconds East-1859.73 ft. to a 1/2 inch rebar (set) at a fence corner in the line of the Norwood Veed Estate; thence South 06 degrees 41 minutes 27 seconds West-1816.87 ft. to a stone at a fence corner in the north line of Ricky McDowell; thence North 89 degrees 56 minutes 47 seconds West-387.84 ft. to a stone at a fence corner, corner to McDowell; thence South 09 degrees 30 minutes 00 seconds West-2956.54 ft. to the point of beginning. Survey prepared by Randy L. Gray, KY R.L.S. #2932. See plat of record in Plat Cabinet 1, File 115, Office of the Lyon County Court Clerk's Office.



### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	February 9, 2017																		
<b>Owner:</b>	Denzil Kim White [Marital status: married], as to his ½ interest, and Grady O. White [Marital status: married], as to his ½ interest																		
<b>Owner’s Address:</b>	Denzil Kim White P.O. Box 693 Eddyville, KY 42038 and Grady O. White 1536 US Hwy 641 N Eddyville, KY 42038																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately 92.84 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Construction Term</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">Construction Extension Term</td><td style="background-color: black;"></td></tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			



<p><b>Production Rent</b></p>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="581 386 1320 678"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 730 1320 856"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 919 1320 1045"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<p><b>Development Term:</b></p> <p><b>Construction Term:</b></p> <p><b>Construction Extension Term:</b></p> <p><b>Production Term:</b></p> <p><b>Extended Production Term:</b></p>	<p>The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of \$30/acre.</p> <p>The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.</p> <p>The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.</p>																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). The Parties agree to

use the amount of total acreage listed in the Basic Terms Summary for purposes of calculating rent payments owed under this Agreement. Tenant may obtain a survey of the Property and may obtain a revised total acreage for the Property and/or a more specific legal description for the Property. Upon receipt of a revised total acreage for the Property based upon such a survey, the Parties agree to amend the total acreage included in the Basic Terms Summary, and adjust the next rent payment owed by Tenant to account for any additional rent payments owed or surplus in past rent payments paid, based upon an increase or decrease in the total acreage. Upon receipt of a more specific legal description for the Property, the Parties further agree to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "**Project**"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "**Solar Energy Projects**").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("**Project Activities**"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "**Solarpower Facilities**"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("**Transmission Facilities**"); (3) other facilities consisting of operations and maintenance buildings, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including the installation of a well to provide water to such operations and maintenance buildings, as well as roads, control buildings, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("**Operational Facilities**") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "**Project Facilities**"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement).

This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5) years** after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the next December 31 after the Production Date (which shall be the first such year), each subsequent calendar year during the Production Term (and during the Extended Production Term if applicable), and the period from January 1 of the last Production Year until the expiration of the Production Term (and until the expiration of the Extended Production Term if applicable). Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 Development Rent. Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] days after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] days after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 Production Rent. Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Within [REDACTED] days after the first January 1 occurring after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, on each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the amount specified as Production Rent in the Basic Terms Summary for that Production Year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] prior written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owner is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN

ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR

**OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

“Affiliate” for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT’S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES’ STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “TENANT PARTIES” OR A “TENANT PARTY”) FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY’S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY’S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.

8.3 Recognition of Dangers. OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Section 9. Tenant’s Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Tenant’s use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph

or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED]

9.6 Relocation of Irrigation System. If Tenant's construction of the Project, should it occur, requires the removal and relocation of an irrigation system, then Tenant shall reimburse Owner for the cost of removal and relocation of the system, which will be performed by the Owner, up to an amount of \$50,000 per irrigation system.

**Section 10. Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface



rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, “**Liens**”) encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind (“**Third Party Rights**”) that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A “**Subordination and Non-Disturbance Agreement**” means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. [REDACTED] receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

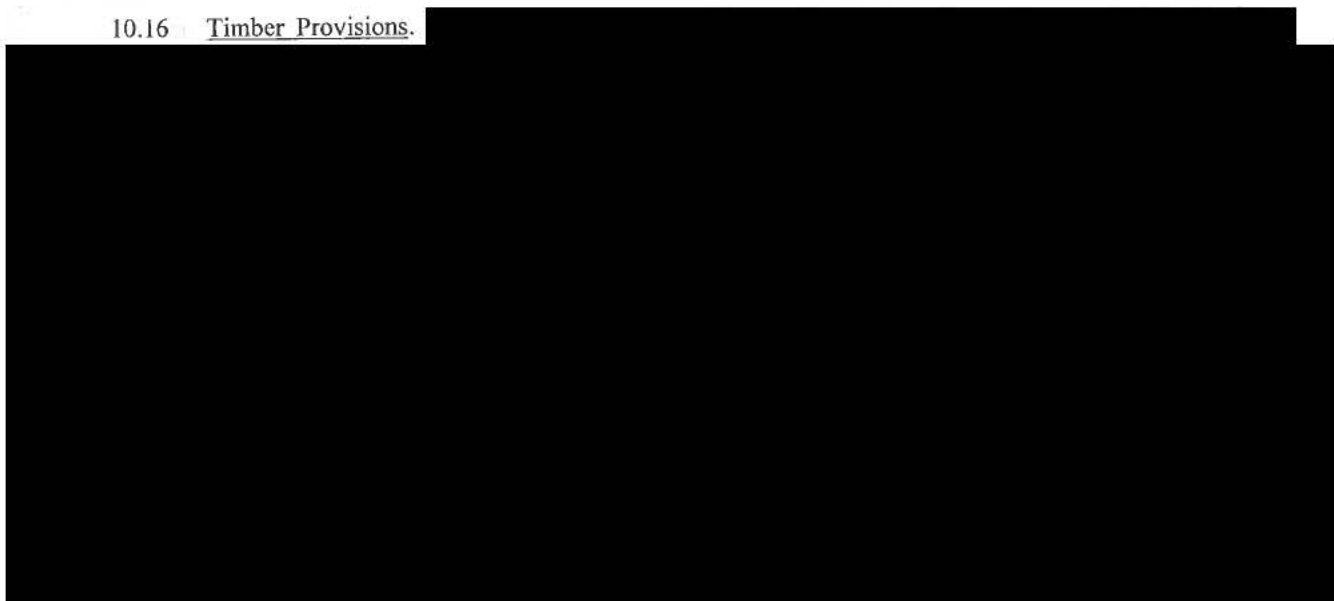
10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

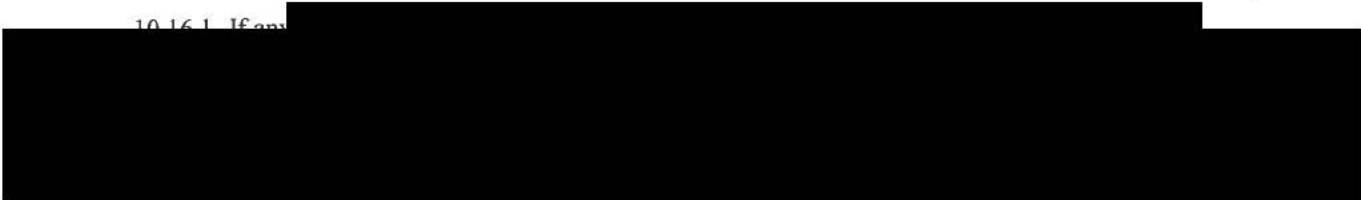
10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions.



10.16.1. If any



[REDACTED]

10.16.2 [REDACTED]

[REDACTED]

10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "Assignment") to one or more persons or entities (collectively "Assignee"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2. Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under

this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage exists and until the lien created by such Mortgage has been extinguished, any Mortgagee of the Property or any portion of the Property has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of

Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default.**"

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] days after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] days after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

**Section 13. Termination.**

13.1 Tenant's Right to Terminate.



13.2 Owner's Right to Terminate.





13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property to not less than [REDACTED] feet below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### **Section 14. Easements.**

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things,

such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] after delivery of such request, grant such easement, or enter into such other agreement, directly to or [REDACTED] Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other

communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term “Easement”, except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys’ fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and un-appealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

16.14 Release of Dower. Jannis K. White, spouse of Owner, and Sandra B. White, spouse of Owner, join in the execution of this Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof.

[signatures appear on following page]

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER**  
**DENZIL KIM WHITE**

By: Denzil Kim White

PRINT NAME: Denzil Kim White

**OWNER**  
**GRADY O. WHITE**

By: Grady O. White

PRINT NAME: Grady O. White

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**JANNIS K. WHITE**

By: Jannis K. White

PRINT NAME: Jannis K. White

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**SANDRA B. WHITE**

By: Sandra B. White

PRINT NAME: Sandra B. White

**TENANT:**  
**ASHWOOD SOLAR I, LLC**

By: Michael Kope

PRINT NAME: Michael Kope

PRINT TITLE: Vice President

## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 92.84 acres, more or less:

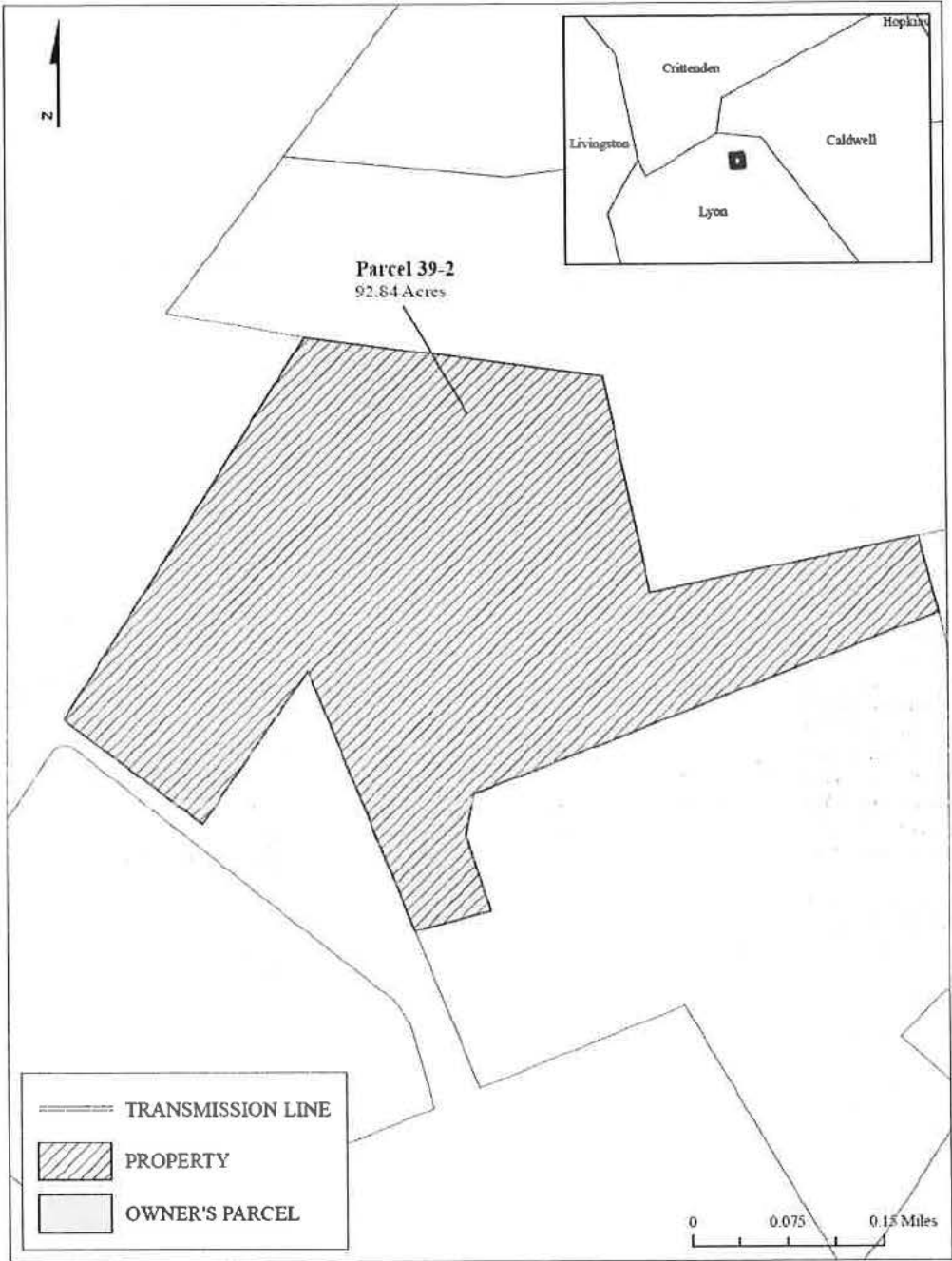
- And As described in Deed Book 147 at Page 703, said deed recorded on Jun 16, 2008, consisting of 92.84 acres, more or less, also known as Parcel ID 39-2, as depicted in the map on the following page:

A certain tract of land situated about six miles northeast of Kuttawa, near the Kuttawa & Fredonia (Ollie James) Highway, in Lyon County, Kentucky, described by metes and bounds as follows:

Beginning at a point in the center line of W.P.A. road which passes the residence of Mrs. Fred C. Dorroh, said point being in the line of W. E. Jackson; thence with said W.P.A. road S 61 E 45 poles to a stake or stone which marks the end of a cross wire fence; thence with said line N 26 ¼ E 48-2/5 poles to a stake in a flat and in the line of the Brasher survey; thence with said line S 31 ½ E 59 ½ poles to a stone, corner to Plot No. 4; thence with the line of same N 59 ½ E 21 ½ poles to a stone in the edge of a woodland; thence with the line of said woodland N 27 W 16 poles to a stake; thence N 58 E 64 poles; thence N 59 E 69 ½ poles to a stake on the northeast side of a large pond in the line of Charlie Wadlington; thence with the Wadlington line N 23 ¼ W 17 ½ poles to a stake, corner to Charlie Wadlington in the line of Charlie Garner; thence with the Garner line S 78 ¼ W 70 poles to a stake, corner to Garner with hackberry and elm as pointers; thence with the Garner line continued N 25 W 39 ¾ poles to a sassafras on a drain, corner to said Garner with a red oak as a pointer; thence continuing with the Garner line S 88 ½ W 78 ¼ poles to a stake, corner to W. E. Jackson in Garner's line; thence with the line of W. E. Jackson S 24 W 112 ½ poles to the beginning, containing 93.12 acres.

This is the same property conveyed to John L. Dixon and Margo Dixon (same person as Margot D. Dixon) by deed from Billy Joe Dorroh, as Executor of the Will of B. C. Dorroh, deceased, dated July 16, 1982 and recorded in Deed Book 84, page 602. Margot D. Dixon obtained title to the entirety upon the death of John L. Dixon on May 23, 1995 by the survivorship nature of said

deed. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained their interests in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office. Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.





**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of February 9, 2017 (the "Effective Date"), between **Denzil Kim White**, a married person as to his sole and separate property with spouse joining for the sole purpose of disclaiming their interest in the Agreement and the Property, and **Grady O. White**, a married person as to his sole and separate property with spouse joining for the sole purpose of disclaiming their interest in the Agreement and the Property, (collectively "Owner"), and **Ashwood Solar I, LLC** ("Tenant"), with regards to the following:

1. **Solar Agreement.** Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the "Agreement"), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the "Property"). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.

2. **Grant of Rights.** The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant's use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. **Term.** The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms

of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Release of Dower. Jannis K. White, spouse of Owner, and Sandra B. White, spouse of Owner, join in the execution of the Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof

11. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

**OWNER:**  
**Denzil Kim White**

By: *Denzil Kim White*  
PRINT NAME: Denzil Kim White

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Denzil Kim White a resident of the State of Kentucky.

[SEAL]

*Susan Doorn* 510279  
Notary Public State of Ky  
My commission expires: 4.28.18

**SPOUSE OF OWNER, joining for sole purpose of  
disclaiming the spouse's interest in the Property and this  
Agreement:  
Jannis K. White**

By: Jannis K White  
PRINT NAME: Jannis K White

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Jannis K. White  
a resident of the State of Kentucky.

[SEAL]

Susan Doom 510279  
Notary Public State of Ky  
My commission expires: 4.28.18

**OWNER:**  
**Grady O. White**

By: Grady White

PRINT NAME: Grady White

THE STATE OF KENTUCKY

§  
§  
§

COUNTY OF LYON

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Grady O. White a resident of the State of Kentucky.

[SEAL]

Susan Doan 510279

Notary Public State of Ky

My commission expires: 4.28.18

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:  
Sandra B. White**

By: Sandra B. White  
PRINT NAME: Sandra B. White

THE STATE OF KENTUCKY  
COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Sandra Bennett White a resident of the State of Kentucky.

[SEAL]

Susan Doorn 516279  
Notary Public State of Key  
My commission expires: 04.28.18



**TENANT:**

Ashwood Solar I, LLC.

By: Michael Volpe

PRINT NAME: Michael Volpe

PRINT TITLE: Vice President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

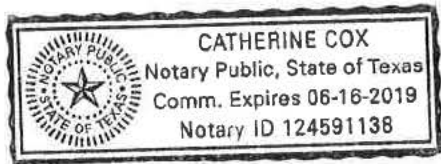
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2017, by Michael Volpe, Vice President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]

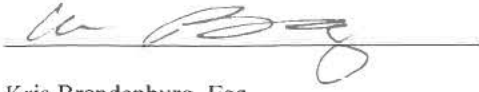
Catherine Cox

Notary Public State of Texas

My commission expires: 6-16-19



This Instrument Prepared By:

A handwritten signature in black ink, appearing to read "Kris Brandenburg", is written over a horizontal line.

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky, containing 92.84 acres, more or less:

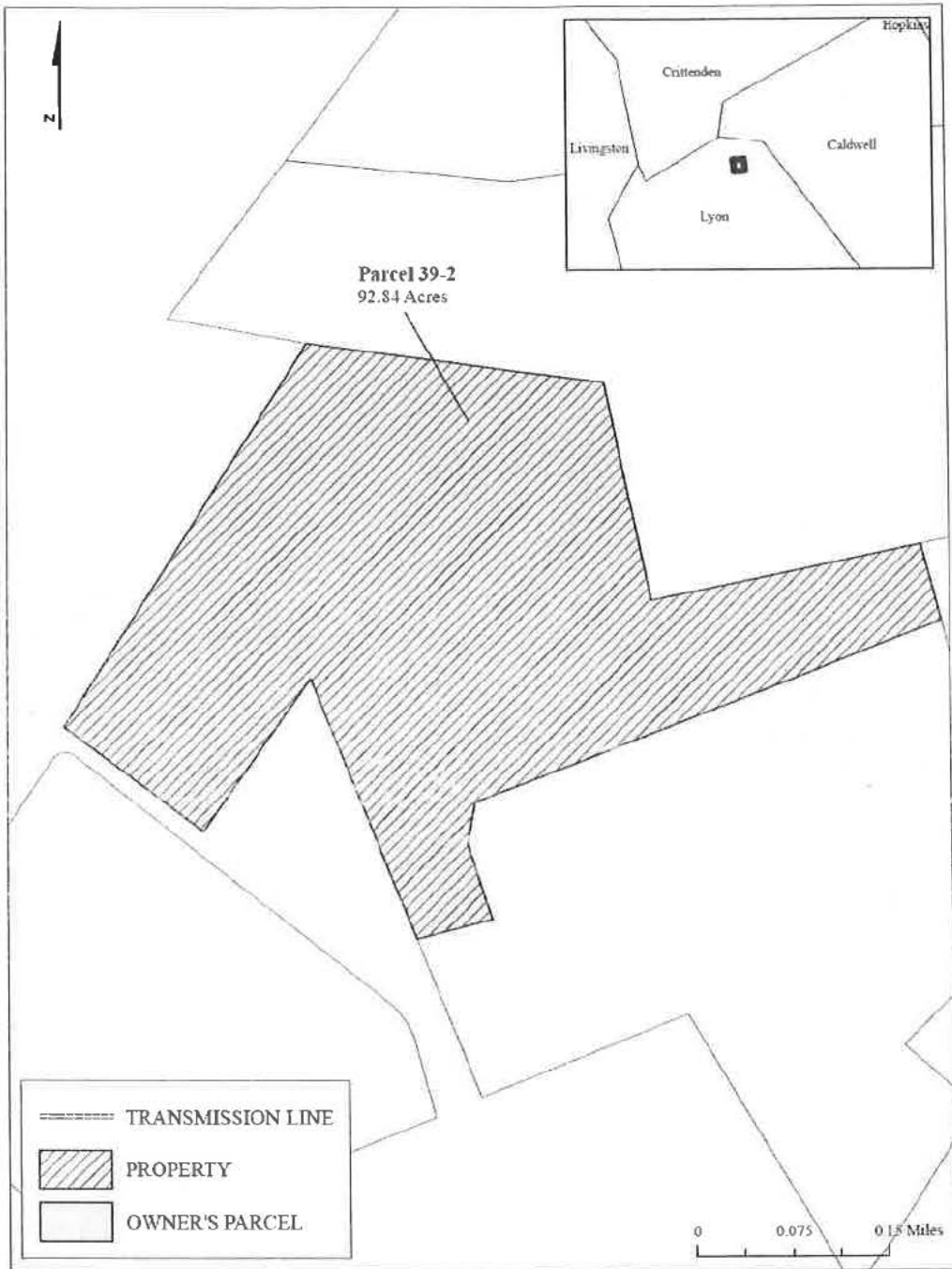
- And As described in Deed Book 147 at Page 703, said deed recorded on Jun 16, 2008, consisting of 92.84 acres, more or less, also known as Parcel ID 39-2, as depicted in the map on the following page:

A certain tract of land situated about six miles northeast of Kuttawa, near the Kuttawa & Fredonia (Ollie James) Highway, in Lyon County, Kentucky, described by metes and bounds as follows:

Beginning at a point in the center line of W.P.A. road which passes the residence of Mrs. Fred C. Dorroh, said point being in the line of W. E. Jackson; thence with said W.P.A. road S 61 E 45 poles to a stake or stone which marks the end of a cross wire fence; thence with said line N 26 ¼ E 48-2/5 poles to a stake in a flat and in the line of the Brasher survey; thence with said line S 31 ½ E 59 ½ poles to a stone, corner to Plot No. 4; thence with the line of same N 59 ½ E 21 ½ poles to a stone in the edge of a woodland; thence with the line of said woodland N 27 W 16 poles to a stake; thence N 58 E 64 poles; thence N 59 E 69 ½ poles to a stake on the northeast side of a large pond in the line of Charlie Wadlington; thence with the Wadlington line N 23 ¼ W 17 ½ poles to a stake, corner to Charlie Wadlington in the line of Charlie Garner; thence with the Garner line S 78 ¼ W 70 poles to a stake, corner to Garner with hackberry and elm as pointers; thence with the Garner line continued N 25 W 39 ¼ poles to a sassafras on a drain, corner to said Garner with a red oak as a pointer; thence continuing with the Garner line S 88 ¼ W 78 ½ poles to a stake, corner to W. E. Jackson in Garner's line; thence with the line of W. E. Jackson S 24 W 112 ½ poles to the beginning, containing 93.12 acres.

This is the same property conveyed to John L. Dixon and Margo Dixon (same person as Margot D. Dixon) by deed from Billy Joe Dorroh, as Executor of the Will of B. C. Dorroh, deceased, dated July 16, 1982 and recorded in Deed Book 84, page 602. Margot D. Dixon obtained title to the entirety upon the death of John L. Dixon on May 23, 1995 by the survivorship nature of said

deed. Margot D. Dixon died testate on July 10, 2007; and the present Grantors, Michelle Dixon Cronk and Licia B. Albert, obtained their interests in said property pursuant to the Last Will and Testament of Margot D. Dixon, which is a matter of record in Will Book 10, page 86. All references are in the Lyon County Court Clerk's Office. Grantors, Michelle Dixon Cronk and Licia B. Albert, are the sole issue of Margot D. Dixon, deceased, and are the sole beneficiaries of the aforementioned Last Will and Testament of Margot D. Dixon and the trust referred to therein.



### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	February 9, 2017																		
<b>Owner:</b>	<b>Denzil Kim White [Marital Status: married], as to his ½ interest, and Grady O. White &amp; Sandra B. White, as to their ½ interest undivided</b>																		
<b>Owner’s Address:</b>	Denzil Kim White P.O. Box 693 Eddyville, KY 42038 and Grady O. White & Sandra B. White 1536 US Hwy 641 N Eddyville, KY 42038																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately 119.16 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Construction Term</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">Construction Extension Term</td><td style="background-color: black;"></td></tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			

<p><b>Production Rent</b></p>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="578 384 1317 688"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="578 730 1317 856"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="578 919 1317 1045"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<p><b>Development Term:</b></p> <p><b>Construction Term:</b></p> <p><b>Construction Extension Term:</b></p> <p><b>Production Term:</b></p> <p><b>Extended Production Term:</b></p>	<p>The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of \$30/acre.</p> <p>The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.</p> <p>The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.</p>																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). The Parties agree to

use the amount of total acreage listed in the Basic Terms Summary for purposes of calculating rent payments owed under this Agreement. Tenant may obtain a survey of the Property and may obtain a revised total acreage for the Property and/or a more specific legal description for the Property. Upon receipt of a revised total acreage for the Property based upon such a survey, the Parties agree to amend the total acreage included in the Basic Terms Summary, and adjust the next rent payment owed by Tenant to account for any additional rent payments owed or surplus in past rent payments paid, based upon an increase or decrease in the total acreage. Upon receipt of a more specific legal description for the Property, the Parties further agree to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "Project"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "Solar Energy Projects").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "Solar Energy Purposes" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("Project Activities"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "Solarpower Facilities"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("Transmission Facilities"); (3) other facilities consisting of operations and maintenance buildings, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including the installation of a well to provide water to such operations and maintenance buildings, as well as roads, control buildings, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("Operational Facilities") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "Project Facilities"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement).



This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5) years** after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] days after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the next December 31 after the Production Date (which shall be the first such year), each subsequent calendar year during the Production Term (and during the Extended Production Term if applicable), and the period from January 1 of the last Production Year until the expiration of the Production Term (and until the expiration of the Extended Production Term if applicable). Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 Development Rent. Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 Production Rent. Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Within [REDACTED] days after the first January 1 occurring after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, on each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the amount specified as Production Rent in the Basic Terms Summary for that Production Year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] or written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owner is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN

ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR**

**OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

“Affiliate” for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. **OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT’S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES’ STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “TENANT PARTIES” OR A “TENANT PARTY”) FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY’S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY’S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.**

8.3 Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**Section 9. Tenant’s Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Tenant’s use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph

or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED]

9.6 Relocation of Irrigation System. If Tenant's construction of the Project, should it occur, requires the removal and relocation of an irrigation system, then Tenant shall reimburse Owner for the cost of removal and relocation of the system, which will be performed by the Owner, up to an amount of [REDACTED]

**Section 10. Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface

rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "Liens") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind ("Third Party Rights") that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A "**Subordination and Non-Disturbance Agreement**" means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies: Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. Within [REDACTED] after receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

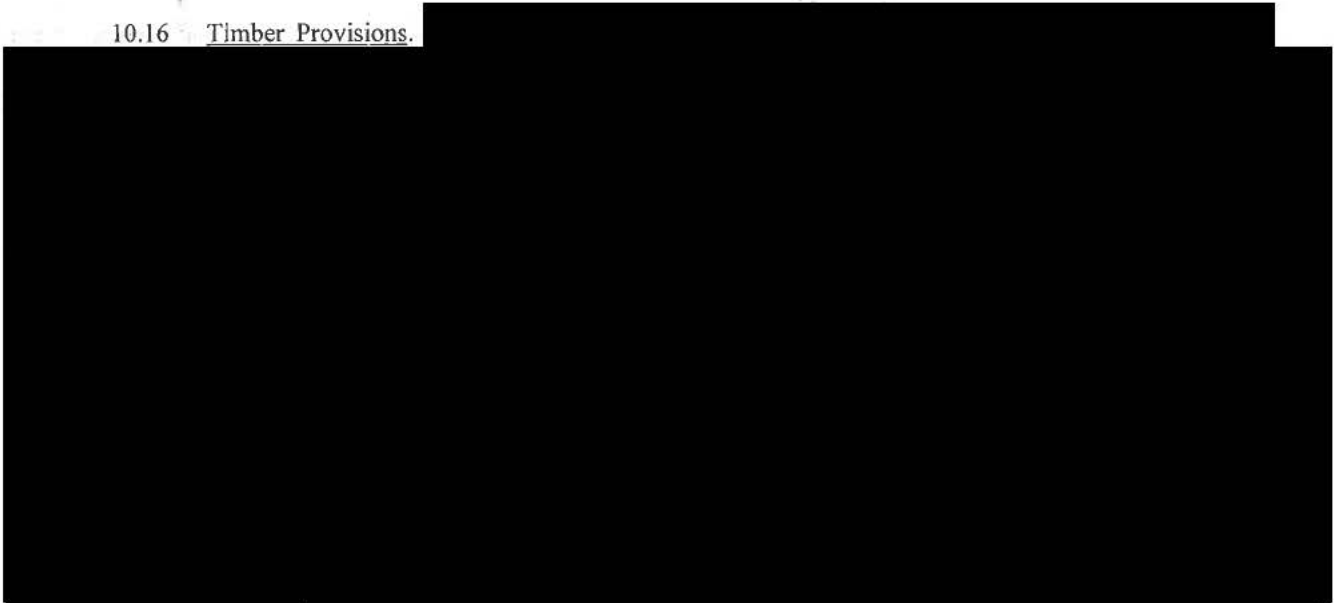
10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

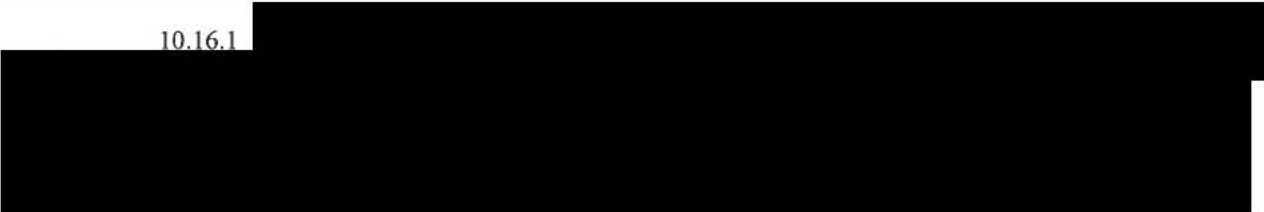
10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions.



10.16.1





10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

**Section 11. Assignment; Right to Encumber; Division of Lease:**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2. Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under

this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] days after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage exists and until the lien created by such Mortgage has been extinguished, any Mortgagee of the Property or any portion of the Property has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of

Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default.**"

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] days after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] days after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within [REDACTED] days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

**Section 13. Termination.**

13.1 Tenant's Right to Terminate

[REDACTED]

13.2 Owner's Right to Terminate

[REDACTED]

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property to not less than [REDACTED] feet below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### Section 14. Easements.

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things,

such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the "**Solar Easement**").

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an "**Easement**"), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner's consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] days after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an "**Additional Easement**"), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant's ability to use such Additional Easement (collectively, "**Existing Contracts**"):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project's existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other

communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term “Easement”, except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service [REDACTED] days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys’ fees incurred in connection with the lawsuit.



16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and un-appealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

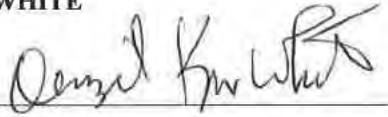
16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

16.14 Release of Dower. Jannis K. White, spouse of Owner, joins in the execution of this Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof.

[signatures appear on following page]


The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER**  
**DENZIL KIM WHITE**

By: 


PRINT NAME: Denzil Kim White

**OWNER**  
**GRADY O. WHITE**

By: 

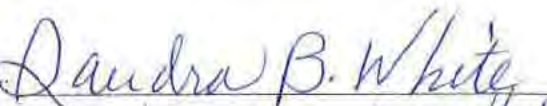
PRINT NAME: Grady White

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**JANNIS K. WHITE**

By: 

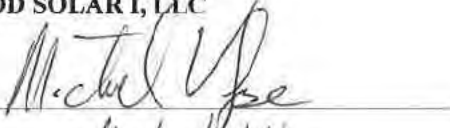
PRINT NAME: Jannis K White

**OWNER**  
**SANDRA BENNETT WHITE**

By: 

PRINT NAME: Sandra B. White

**TENANT:**  
**ASHWOOD SOLAR I, LLC**

By: 

PRINT NAME: Michael Kippe

PRINT TITLE: Vice President

## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 119.16 acres, more or less:

- As described in Deed Book 77 at Page 213, said deed recorded on Mar 2, 1978, consisting of 119.16 acres, more or less, also known as Parcel ID 38-15, as depicted in the map on the following page:

#### GLENN TRACT I

Said tract of land is situated about eight miles northeast from the town of Kuttawa on the Federal Highway leading from Kuttawa to Fredonia, and is bounded as follows:

BEGINNING at a stone in the Old Fredonia and Kuttawa Road; running thence with said road N. 31 E. 64 poles to a stake (or stone) in said road, and immediately east of the said Federal Highway; thence N. 83-1/2 W. 210-2/5 poles to a stone in the original line of survey, white oak and sassafras as pointers; thence with said original line S. 31 W. 77 poles to a stone, walnut pointer, corner to Garner; thence S. 86 E. 214 poles to the beginning, containing 84.57 acres.

EXCEPTED from the foregoing is 1.35 acres of land which was conveyed to Doug Phelps et ux by Deed recorded 8-31-81 in Deed Book 83, Page 368, above said office.

#### GLENN TRACT II

A certain tract, piece or parcel of land lying and being in Lyon County, Kentucky on the west side of the Fredonia-Kuttawa Highway No. 93, bounded and described as follows:

BEGINNING at a stake or stone on the west side of said highway, corner to the said H.F. Glenn; thence with said Highway No. 93, N. 31 E. 12 poles and 15 feet to a stake or stone, corner to Heard; thence with his line N. 78-3/4 W. 56-1/2 poles to a stake near a pond; thence N. 24-3/4 E. 6-3/4 poles; thence N. 74 W. 135 poles to a stake; thence S. 31 W. 50 3 poles to a stone, corner to said Glenn; thence S. 83-1/2 E. 205-1/2 poles to the beginning, containing 37.1 acres, more or less.

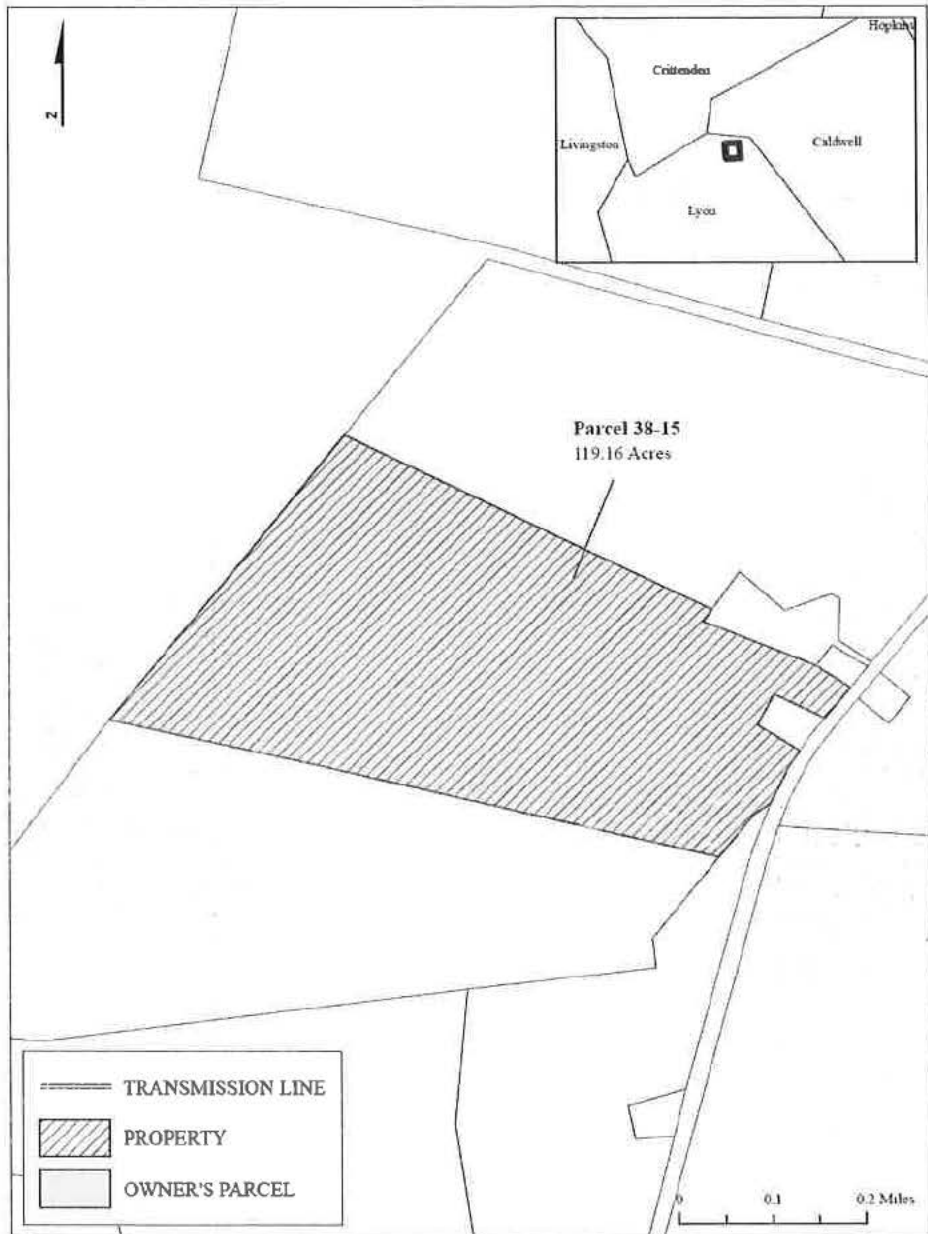
#### GLENN TRACT III:

A certain triangular shaped tract or parcel of land lying on the northwest side of Highway U.S. 641 about four miles southwest of Fredonia, in Lyon County, Kentucky, bounded and described as follows:

Said tract is bounded by Highway U.S. 641, the lands formerly owned by Charles H. Brockmeyer, Jr., now known as Queteraous property and the "Old Kuttawa-Fredonia Road" (the lands of E.F. Glenn, et ux).

Being the same property that was conveyed to Denzil K. White et al by Deed from Eugene F. Glenn et ux dated

September 17, 1975, recorded in Deed Book 71, Page 657, Lyon County Court Clerk's Office. Also by Deed from Jack Millikan et ux to Denzil Kim White and Grady White recorded 12-12-77 in Deed Book 77, Page 213 (and by this Deed Kim and Grady White own a 1/2 undivided interest each).



**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF LYON

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”) is made, dated and effective as of February 9, 2017 (the “**Effective Date**”), between **Denzil Kim White**, a married person as to his sole and separate property with spouse joining for the sole purpose of disclaiming their interest in the Agreement and the Property, and **Grady O. White and Sandra B. White**, a married couple, (collectively “**Owner**”), and **Ashwood Solar I, LLC** (“**Tenant**”), with regards to the following:

1. **Solar Agreement.** Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the “**Agreement**”), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the “**Property**”). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement

2. **Grant of Rights.** The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant’s use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. **Term.** The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.



4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Release of Dower. Jannis K. White, spouse of Owner, joins in the execution of the Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof

11. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

**OWNER:**  
**Denzil Kim White**

By: *Denzil Kim White*

PRINT NAME: Denzil Kim White

THE STATE OF KENTUCKY

§  
§  
§

COUNTY OF LYON

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Denzil Kim White a resident of the State of Kentucky.

[SEAL]

*Susan Doorn*  
Notary Public State of Ky  
My commission expires: 4.28.18

**SPOUSE OF OWNER, joining for sole purpose of  
disclaiming the spouse's interest in the Property and this  
Agreement:  
Jannis K. White**

By: Jannis K White  
PRINT NAME: Jannis K White

THE STATE OF KENTUCKY

§  
§  
§

COUNTY OF LYON

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Jannis K. White  
a resident of the State of Kentucky.

[SEAL]

Susan Doorn  
Notary Public State of Ky  
My commission expires: 4-28-18

**OWNER:**  
Grady O. White

By: Grady White

PRINT NAME: Grady white

THE STATE OF KENTUCKY

§  
§  
§

COUNTY OF LYON

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Grady O. White a resident of the State of Kentucky.

[SEAL]

Susan Doom 510279

Notary Public State of Ky

My commission expires: 4.28.18

**OWNER:**  
**Sandra B. White**

By: Sandra B. White  
PRINT NAME: Sandra B. White

THE STATE OF KENTUCKY

§  
§  
§

COUNTY OF LYON

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Sandra B. White  
a resident of the State of Kentucky.

[SEAL]

Susan Doom 510279  
Notary Public State of Ky  
My commission expires: 4.28.18

**TENANT:**

Ashwood Solar I, LLC

By: Michael Voipe

PRINT NAME: Michael Voipe

PRINT TITLE: Vice President

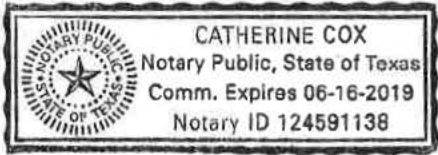
THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2017, by Michael Voipe, Vice President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]



Catherine Cox

Notary Public State of Texas

My commission expires: 6-16-19

This Instrument Prepared By:



---

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky, containing 119.16 acres, more or less:

- As described in Deed Book 77 at Page 213, said deed recorded on Mar 2, 1978, consisting of 119.16 acres, more or less, also known as Parcel ID 38-15, as depicted in the map on the following page:

GLENN TRACT I

Said tract of land is situated about eight miles north-east from the town of Kuttawa on the Federal Highway leading from Kuttawa to Fredonia, and is bounded as follows:

BEGINNING at a stone in the Old Fredonia and Kuttawa Road; running thence with said road N. 31 E. 64 poles to a stake (or stone) in said road, and immediately east of the said Federal Highway; thence N. 83-1/2 W. 210-2/5 poles to a stone in the original line of survey, white oak and sassafras as pointers; thence with said original line S. 31 W. 77 poles to a stone, walnut pointer, corner to Garner; thence S. 86 E. 214 poles to the beginning, containing 84.57 acres.

EXCEPTED from the foregoing is 1.35 acres of land which was conveyed to Doug Phelps et ux by Deed recorded 8-31-81 in Deed Book 83, Page 368, above said office.

GLENN TRACT II

A certain tract, piece or parcel of land lying and being in Lyon County, Kentucky on the west side of the Fredonia-Kuttawa Highway No. 93, bounded and described as follows:

BEGINNING at a stake or stone on the west side of said highway, corner to the said E.F. Glenn; thence with said Highway No. 93, N. 31 E. 12 poles and 15 feet to a stake or stone, corner to Hearod; thence with his line N. 78-3/4 W. 50-1/2 poles to a stake near a pond; thence N. 24-3/4 E. 6-3/4 poles; thence N. 74 W. 135 poles to a stake; thence S. 31 W. 50 3 poles to a stone, corner to said Glenn; thence S. 83-1/2 E. 205-1/2 poles to the beginning, containing 37.1 acres, more or less.

GLENN TRACT III:

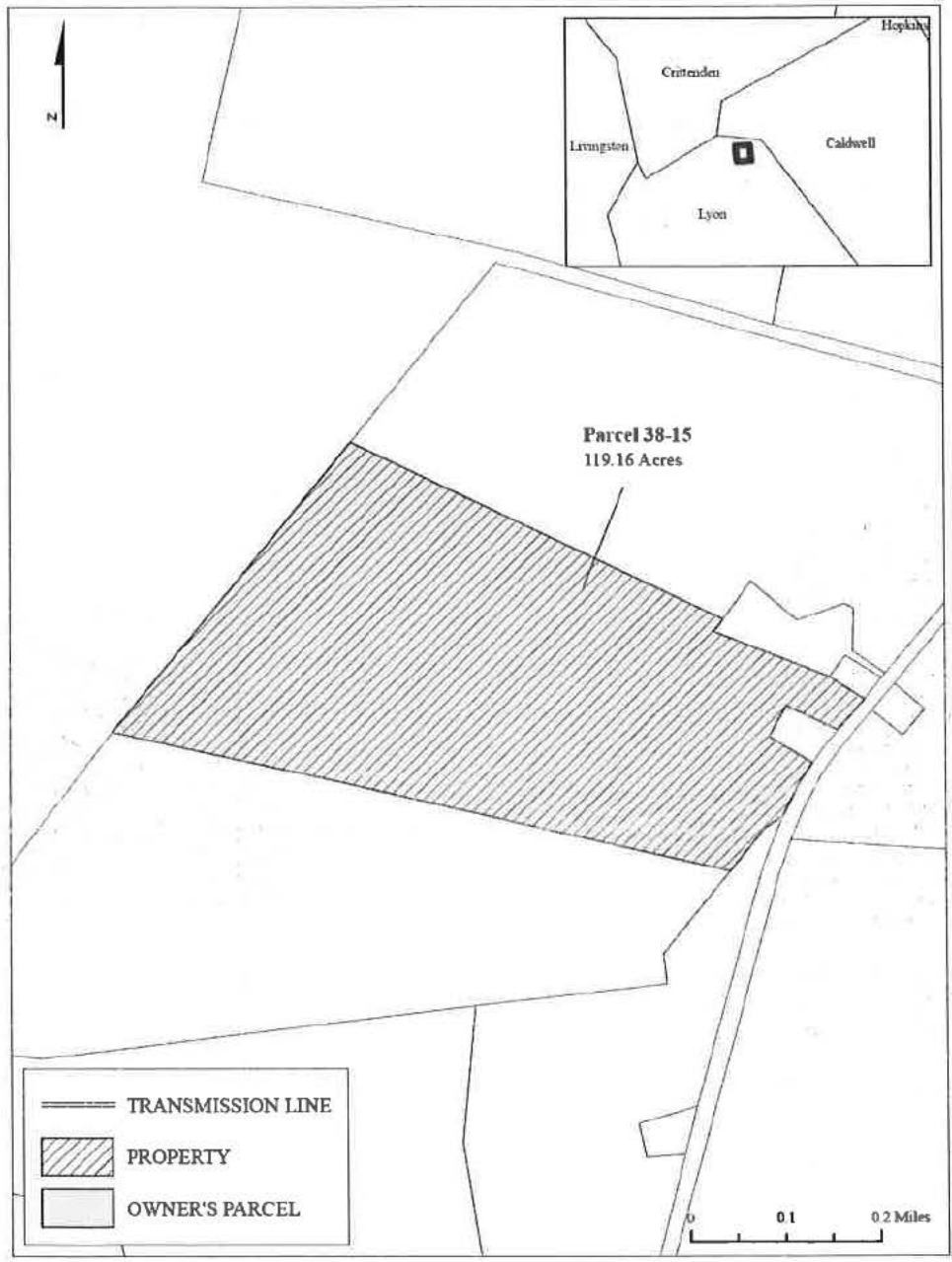
A certain triangular shaped tract or parcel of land lying on the northwest side of Highway U.S. 641 about four miles southwest of Fredonia, in Lyon County, Kentucky, bounded and described as follows:

Said tract is bounded by Highway U.S. 641, the lands formerly owned by Charles H. Brockmeyer, Jr., now known as Quattermous property and the "Old Kuttawa-Fredonia Road" (the lands of E.F. Glenn, et ux).

Being the same property that was conveyed to Denzil K. White et al by Deed from Eugene F. Glenn et ux dated

September 17, 1975, recorded in Deed Book 71, Page 657, Lyon County Court Clerk's Office. Also by Deed from Jack Hilliken et ux to Denzil Kim White and Grady White recorded 12-12-77 in Deed Book 77, Page 213 (and by this Deed Kim and Grady White own a 1/2 undivided interest each).





Lease No. 3

**FIRST AMENDMENT TO SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "**Amendment**") is made, dated effective as of February 9, 2022 (the "**Effective Date**"), by and between **Denzil Kim White**, a married person as to his sole and separate property, also known as Denzil K. White and Kim White and **Grady O. White**, a married person and his spouse, **Sandra B. White** aka Sandra White aka Sandra Bennitt White (collectively, together with its transferees, successors and assigns, "**Owner**"), and **Ashwood Solar I, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "**Grantee**"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment. Owner and Grantee may sometimes be referred to collectively, as the "**Parties.**"

**WITNESSETH:**

WHEREAS, Grantee and Owner are parties to that certain Solar Energy Lease and Easement Agreement dated February 9, 2017, as evidenced by that certain Memorandum of Solar Energy Lease and Easement Agreement recorded February 28, 2017, as Misc. Bk 26, Page 645, in the Official Public Records of Lyon County, Kentucky (collectively, the "**Agreement**"), as such property is more particularly described in Exhibit A hereto.

WHEREAS, Grantee and Owner desire to amend the Agreement to extend the Development Term and provide for payment for the additional year of the Development Term as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Development Term.** Grantee has requested and Owner has agreed to extend the Development Term for one (1) year. Therefore, Section 4.1 of the Agreement is hereby modified by deleting the reference to "five (5) years" and replacing it with "six (6) years". All references in the Agreement to the Development Term shall mean a Development Term of six (6) years.
3. **Development Rent.** The Development Rent (per acre of the Property under the Lease) for the sixth year is hereby [REDACTED]
4. **Tenant's Right to Terminate.** The following sentences are hereby added to the end of Section 13.1:

*"Notwithstanding the foregoing, if Tenant partially terminates this Agreement as to a portion of the Property such that the released portion of the Property no longer has access to a road, water well (if applicable) or utility services, Tenant shall provide Owner appropriate easements upon the retained portion of the Property to provide such road access, water well access or utility service, as applicable, that are reasonably necessary to allow Owner to use the released portion of the Property as it was used on the Effective Date; provided that Tenant shall not be required to install roads, water wells or utility facilities on or to the released parcel. Further, if Tenant elects to partially release any portion of the Property such release must contain at least 10 contiguous acres of Property unless otherwise agreed to in writing by Owner."*

Lease No. 3

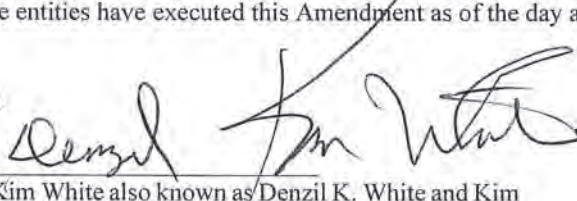
5. **Recording.** Owner and Grantee agree that Grantee may execute (solely, without the joinder of Owner) a Memorandum of this Amendment in the form attached hereto as **Exhibit B** and record same in the real property records in the County in which the Property is located.
6. **Ratification.** Except as set forth in this Amendment, all of the terms, covenants, and conditions of the Agreement and all the rights and obligations of Owner and Grantee thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.
7. **Counterparts and Electronic Signatures.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The Parties agree that this Agreement may be executed by electronic signature as provided in this section.

[Signature pages to follow]

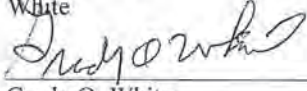
Lease No. 3

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth above.

Owner:

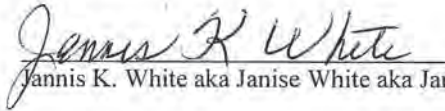


Denzil Kim White also known as Denzil K. White and Kim White



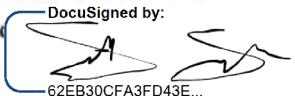
Grady O. White

Joined by:



Janis K. White aka Janise White aka Janice White aka Janice Kelma White

Grantee:

Ashwood  mited liability company  
By: 62EB30CFA3FD43E...  
Name: Scott Spence  
Title: Director

Lease No. 3

**Exhibit A**  
**Legal Description**

**[SEE ATTACHED]**

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 119.16 acres, more or less:

- As described in Deed Book 77 at Page 213, said deed recorded on Mar 2, 1978, consisting of 119.16 acres, more or less, also known as Parcel ID 38-15, as depicted in the map on the following page:

GLENN TRACT I

Said tract of land is situated about eight miles north-east from the town of Kuttawa on the Federal Highway leading from Kuttawa to Fredonia, and is bounded as follows:

BEGINNING at a stone in the Old Fredonia and Kuttawa Road; running thence with said road N. 31 E. 64 poles to a stake (or stone) in said road, and immediately east of the said Federal Highway; thence N. 83-1/2 W. 210-2/5 poles to a stone in the original line of survey, white oak and sassafras as pointers; thence with said original line S. 31 W. 77 poles to a stone, walnut pointer, corner to Garner; thence S. 86 E. 214 poles to the beginning, containing 84.57 acres.

EXCEPTED from the foregoing is 1.35 acres of land which was conveyed to Doug Phelps et ux by Deed recorded R-31-81 in Deed Book 83, Page 368, above said office.

GLENN TRACT II

A certain tract, piece or parcel of land lying and being in Lyon County, Kentucky on the west side of the Fredonia-Kuttawa Highway No. 93, bounded and described as follows:

BEGINNING at a stake or stone on the west side of said highway, corner to the said W.F. Glenn; thence with said Highway No. 93, N. 31 E. 12 poles and 15 feet to a stake or stone, corner to Hearod; thence with his line N. 78-1/4 W. 50 1/2 poles to a stake near a pond; thence N. 24-3/4 E. 6-1/4 poles; thence N. 74 W. 135 poles to a stake; thence S. 31 W. 50 3 poles to a stone, corner to said Glenn; thence S. 83-1/2 E. 205-1/2 poles to the beginning, containing 37.1 acres, more or less.

GLENN TRACT III:

A certain triangular shaped tract or parcel of land lying on the northwest side of Highway U.S. 641 about four miles southwest of Fredonia, in Lyon County, Kentucky, bounded and described as follows:

Said tract is bounded by Highway U.S. 641, the lands formerly owned by Charles H. Brockmeyer, Jr., now known as Quaternous property and the "Old Kuttawa-Fredonia Road" (the lands of E.F. Glenn, et ux).

Being the same property that was conveyed to Denzil K. White et al by Deed from Eugene F. Glenn et ux dated

September 17, 1975, recorded in Deed Book 71, Page 657, Lyon County Court Clerk's Office. Also by Deed from Jack Millikan et ux to Denzil Kim White and Grady White recorded 12-12-77 in Deed Book 77, Page 213 (and by this Deed Kim and Grady White own a 1/2 undivided interest each).



Lease No. 3

**Exhibit B**  
**Memorandum**

**[SEE ATTACHED]**



Lease No. 3

This Document was Prepared by  
and when Recorded, Return to:

RWE Renewables Americas, LLC  
Attn: Legal Department/ Ashwood Solar  
701 Brazos Street, Suite 1400  
Austin, Texas 78701

---

**MEMORANDUM OF FIRST AMENDMENT TO SOLAR ENERGY LEASE  
AND EASEMENT AGREEMENT**

**THE STATE OF KENTUCKY**

**COUNTY OF LYON**

THIS MEMORANDUM OF FIRST AMENDMENT TO SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (the “**Memorandum**”) is made, dated and effective as of February 9, 2022 (the “**Effective Date**”) by **Ashwood Solar I, LLC**, a Delaware limited liability company (“**Grantee**”). Owner (as defined below), has given permission to Grantee to sign and record this Memorandum without Owner’s joinder.

WHEREAS, Grantee and **Denzil Kim White**, a married person as to his sole and separate property and **Grady O. White**, a married person as to his sole and separate property and his spouse, **Sandra B. White** aka Sandra White aka Sandra Bennitt White (collectively, “**Owner**”) are parties to that certain Solar Energy Lease and Easement Agreement dated February 9, 2017, as evidenced by that certain Memorandum of Solar Energy Lease and Easement Agreement recorded February 28, 2017, as Misc. Bk 26, Page 645, in the Official Public Records of Lyon County, Kentucky (collectively, the “**Original Agreement**”), as such property is more particularly described in Exhibit A attached hereto.

WHEREAS, Grantee and Owner executed a First Amendment to Solar Energy Lease and Easement Agreement (the “**Amendment**”), dated effective as of February 9, 2022, whereby the Agreement was amended to extend the Development Term and provide for payment for the additional year of the Development Term. This Memorandum is being filed of record to evidence that the initial Development Term has been extended for one (1) year. The Development Term under the Agreement now expires on or before February 9, 2023. The Original Agreement and the First Amendment are hereby collectively referred to as the “**Agreement**”).

This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. This Memorandum is being executed and publicly recorded solely for the purpose of providing constructive notice of the extension of Tenant’s rights under the Agreement.

This Memorandum is being executed solely by Grantee and recorded in the in the real property records in the County in which the Property is located with the permission of Owner pursuant to Section 5 of the Agreement.

Lease No. 3

**Ashwood Solar I, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of February, 2022, by \_\_\_\_\_ the \_\_\_\_\_ of **Ashwood Solar I, LLC**, a Delaware limited liability company, who executed the foregoing instrument, and acknowledged the same on behalf of **Ashwood Solar I, LLC**, a Delaware limited liability company.

(S E A L)

Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Lease No. 3

**Exhibit A**  
**Legal Description**

**[SEE ATTACHED]**

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 119.16 acres, more or less:

- As described in Deed Book 77 at Page 213, said deed recorded on Mar 2, 1978, consisting of 119.16 acres, more or less, also known as Parcel ID 38-15, as depicted in the map on the following page:

GLENN TRACT I

Said tract of land is situated about eight miles north-east from the town of Kuttawa on the Federal Highway leading from Kuttawa to Fredonia, and is bounded as follows:

BEGINNING at a stone in the Old Fredonia and Kuttawa Road; running thence with said road N. 31 E. 64 poles to a stake (or stone) in said road, and immediately east of the said Federal Highway; thence N. 83-1/2 W. 210-2/5 poles to a stone in the original line of survey, white oak and sassafras as pointers; thence with said original line S. 31 W. 77 poles to a stone, walnut pointer, corner to Garner; thence S. 86 E. 214 poles to the beginning, containing 84.57 acres.

EXCEPTED from the foregoing is 1.35 acres of land which was conveyed to Doug Phelps et ux by Deed recorded R-31-81 in Deed Book 83, Page 368, above said office.

GLENN TRACT II

A certain tract, piece or parcel of land lying and being in Lyon County, Kentucky on the west side of the Fredonia-Kuttawa Highway No. 93, bounded and described as follows:

BEGINNING at a stake or stone on the west side of said highway, corner to the said W.F. Glenn; thence with said Highway No. 93, N. 31 E. 12 poles and 15 feet to a stake or stone, corner to Hearod; thence with his line N. 78-1/4 W. 50 1/2 poles to a stake near a pond; thence N. 24-3/4 E. 6-1/4 poles; thence N. 74 W. 135 poles to a stake; thence S. 31 W. 50 3 poles to a stone, corner to said Glenn; thence S. 83-1/2 E. 205-1/2 poles to the beginning, containing 37.1 acres, more or less.

GLENN TRACT III:

A certain triangular shaped tract or parcel of land lying on the northwest side of Highway U.S. 641 about four miles southwest of Fredonia, in Lyon County, Kentucky, bounded and described as follows:

Said tract is bounded by Highway U.S. 641, the lands formerly owned by Charles H. Brockmeyer, Jr., now known as Quaternous property and the "Old Kuttawa-Fredonia Road" (the lands of E.F. Glenn, et ux).

Being the same property that was conveyed to Denzil K. White et al by Deed from Eugene F. Glenn et ux dated

September 17, 1975, recorded in Deed Book 71, Page 657, Lyon County Court Clerk's Office. Also by Deed from Jack Millikan et ux to Denzil Kim White and Grady White recorded 12-12-77 in Deed Book 77, Page 213 (and by this Deed Kim and Grady White own a 1/2 undivided interest each).



### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	February 9, 2017																		
<b>Owner:</b>	Denzil Kim White and Jannis K. White																		
<b>Owner’s Address:</b>	P.O. Box 693 Eddyville, KY 42038																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately 85.37 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on Exhibit A attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Construction Term</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">Construction Extension Term</td><td style="background-color: black;"></td></tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			

<b>Production Rent</b>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="581 380 1321 667"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 722 1321 850"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 909 1321 1037"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<b>Development Term:</b>	The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of \$30/acre.																						
<b>Construction Term:</b>	The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.																						
<b>Construction Extension Term:</b>	The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.																						
<b>Production Term:</b>	The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.																						
<b>Extended Production Term:</b>	The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). The Parties agree to

use the amount of total acreage listed in the Basic Terms Summary for purposes of calculating rent payments owed under this Agreement. Tenant may obtain a survey of the Property and may obtain a revised total acreage for the Property and/or a more specific legal description for the Property. Upon receipt of a revised total acreage for the Property based upon such a survey, the Parties agree to amend the total acreage included in the Basic Terms Summary, and adjust the next rent payment owed by Tenant to account for any additional rent payments owed or surplus in past rent payments paid, based upon an increase or decrease in the total acreage. Upon receipt of a more specific legal description for the Property, the Parties further agree to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the “**Project**”). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the “**Solar Energy Projects**”).

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. “**Solar Energy Purposes**” means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses (“**Project Activities**”), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant’s commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the “**Solarpower Facilities**”); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located (“**Transmission Facilities**”); (3) other facilities consisting of operations and maintenance buildings, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including the installation of a well to provide water to such operations and maintenance buildings, as well as roads, control buildings, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere (“**Operational Facilities**”) (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as “**Project Facilities**”); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:



- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement).

This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5) years** after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the next December 31 after the Production Date (which shall be the first such year), each subsequent calendar year during the Production Term (and during the Extended Production Term if applicable), and the period from January 1 of the last Production Year until the expiration of the Production Term (and until the expiration of the Extended Production Term if applicable). Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 Development Rent. Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] days after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 Production Rent. Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Within [REDACTED] days after the first January 1 occurring after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, on each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the amount specified as Production Rent in the Basic Terms Summary for that Production Year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] prior written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owners is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN

ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR**

**OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

“Affiliate” for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT’S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES’ STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “TENANT PARTIES” OR A “TENANT PARTY”) FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY’S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY’S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.

8.3 Recognition of Dangers. OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Section 9. Tenant’s Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Tenant’s use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph

or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED]

9.6 Relocation of Irrigation System. If Tenant's construction of the Project, should it occur, requires the removal and relocation of an irrigation system, then Tenant shall reimburse Owner for the cost of removal and relocation of the system, which will be performed by the Owner, up to an amount of [REDACTED]

**Section 10. Owner's Representations, Warranties and Covenants**. Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface

rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, “**Liens**”) encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind (“**Third Party Rights**”) that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A “**Subordination and Non-Disturbance Agreement**” means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively “Requestor”) may request, including, without limitation, any instruments required to evidence such Requestor’s rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the “Permits”), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner’s behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the “Property” under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. Within [REDACTED] after receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner’s knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant’s site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner’s lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.



10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions

10.16.1

10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2. Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under

this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] days after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage exists and until the lien created by such Mortgage has been extinguished, any Mortgagee of the Property or any portion of the Property has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of

Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default.**"

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] days after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

**Section 13. Termination.**

13.1 Tenant's Right to Terminate.

[REDACTED]

13.2 Owner's Right to Terminate.

[REDACTED]

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property to not less than [REDACTED] feet below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### **Section 14. Easements.**

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things,

such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other



communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term “Easement”, except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service, \_\_\_\_\_ days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys’ fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and un-appealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

[signatures appear on following page]

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER:  
DENZIL KIM WHITE**

By: Denzil Kim White  
PRINT NAME: Denzil Kim White

**OWNER:  
JANNIS K. WHITE**

By: Jannis K White  
PRINT NAME: Jannis K White

**TENANT:  
ASHWOOD SOLAR I, LLC**

By: Michael Volpe  
PRINT NAME: Michael Volpe  
PRINT TITLE: Vice President

## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky, containing 85.37 acres, more or less:

- As described in Deed Book 130 at Page 219, said deed recorded on Mar 13, 2003, consisting of 85.37 acres, more or less, also known as Parcel ID 39-6, as depicted in the map on the following page:

#### TRACT I

A certain tract of land situated about six miles northeast of the town of Kuttawa, on the Kuttawa & Fredonia road (highway U.S. 641), in Lyon County, Kentucky, and bounded and described as follows: Beginning at a stone, original corner in the Brasher survey and corner also to Plot No. 3 (beginning corner) in line of Robbie Dorroh; thence with same N 58-3/4 E 56 poles to a stone, corner to the Robbie Dorroh survey (later Redericks) with a sassafras as a pointer; thence with the Rederick line S 39 E 77 poles to a stone in the center of the Old Kuttawa & Fredonia Road, corner to Wadlington; thence with said old road and the Wadlington line N 46-3/4 E 22 poles; thence N 37 E 12 poles; thence N 26 E 19 poles; thence N 28-1/4 E 27 poles to an iron stake in center of said Kuttawa & Fredonia road, corner to Charlie Wadlington; thence with his line N 23-1/4 W 114-1/2 poles to a stake on the northeast side

of a large pond and corner to Plot No. 5; thence with the line of same S 59 W 69-1/2 poles; thence S 58 W 64 poles to a stake in the edge of a woodland; thence with the line of said woodland S 27 E 16 poles to a stone; thence S 59-1/2 W 21-1/2 poles to a stone in the line of Plot No. 3; thence with said line S 31-1/2 E 54 poles to the beginning, containing 96 acres, more or less.

EXCEPTED HEREFROM is a small parcel of land conveyed by J. R. Dorroh, et ux, to C. Y. Wadlington by deed dated July 18, 1944 and recorded in Deed Book 40, page 325, Lyon County Court Clerk's Office.

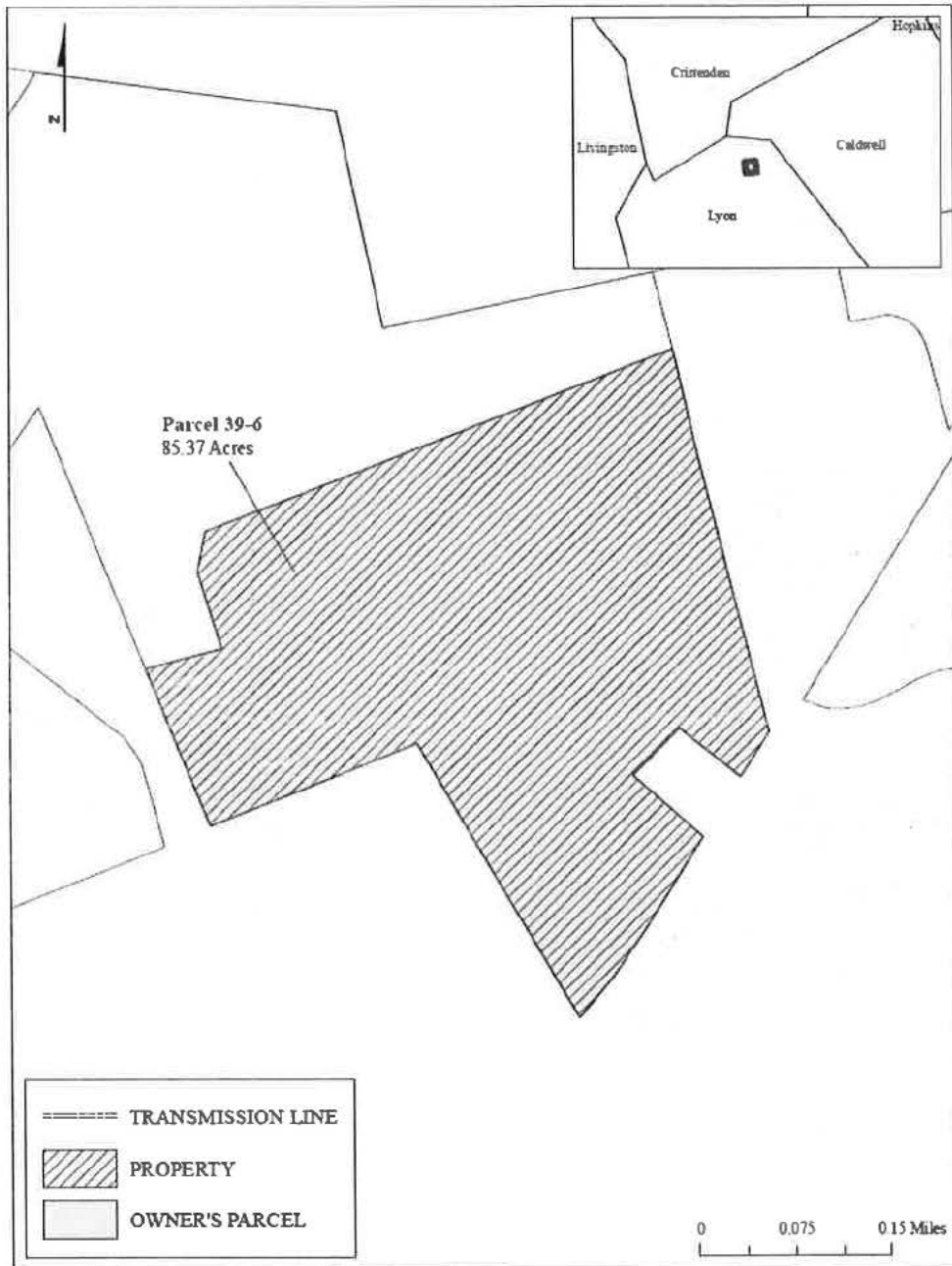
#### TRACT II

A certain small parcel of land situated on the west side of Highway U. S. 641 about 15 miles north of Kuttawa, in Lyon County, Kentucky, bounded and described as follows:

Beginning at a stake in the western right-of-way line of said Highway, corner to the land owned and occupied by Henry Kingston and Tabitha Peek Kingston, or one of them; running thence in a northerly direction with said western right-of-way line of said highway for a distance of 135 feet to a stake, corner to the land of L. R. Cannon and Minnie Cannon; thence in a southerly direction with the line of L. R. Cannon and Minnie Cannon for a distance of 135 feet to a stake in the line of said Kingstons; thence in an easterly direction with the line of said Kingstons for a distance of 45 feet to the beginning.

Tract I is the same property conveyed to L. R. Cannon and Minnie Cannon, by deed from M. W. Hall and Bernice Hall, his wife, dated August 29, 1958 and recorded in Deed Book 46, Page 220. Tract II is the same property conveyed to L. R. Cannon and Minnie Cannon, by deed from L. T. Wadlington and Emma Wadlington, his wife, dated April 29, 1960 and recorded in Deed Book 50, Page 388. The said Minnie Cannon conveyed her one-half (1/2) interest in Tract I to the said L. R. Cannon by deed dated April 30, 1968 and recorded in Deed Book 60, Page 372. The present owners obtained their respective one-quarter (1/4) interest each by inheritance, deed and will. Reference is made to Affidavit of Descent of L. R. Cannon, dated March 5, 1988 and recorded in Deed Book 94, Page 74; Affidavit of Descent of Minnie Cannon, dated March 5, 1988 and recorded in Deed Book 94, Page 75; deed from Diane Yates, a single woman to George Cannon, Sr. and wife, Annie M. Cannon, dated April 8, 1988 and recorded in Deed Book 94, Page 225; Affidavit of Descent of George Cannon, Sr., dated May 14, 2001 and recorded in Deed Book 125, Page 451; and

Will of Annie Cannon recorded in Will Book 7, Page 657, the said Annie Cannon died on Feb 12, 2000. All references are in the Lyon County Court Clerk's Office.



**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**



---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF LYON

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”) is made, dated and effective as of February 9, 2017 (the “**Effective Date**”), between **Denzil Kim White and Jannis K. White**, a married couple, (collectively “**Owner**”), and **Ashwood Solar I, LLC** (“**Tenant**”), with regards to the following:

1. **Solar Agreement.** Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the “**Agreement**”), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the “**Property**”). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.

2. **Grant of Rights.** The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant’s use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. **Term.** The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

**OWNER:**  
**Denzil Kim White**

By: 

PRINT NAME: Denzil Kim White

THE STATE OF KENTUCKY

§

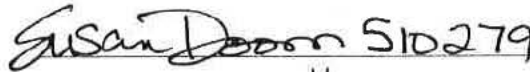
COUNTY OF LYON

§

§

This instrument was acknowledged before me on this 1 day of Feb, 2017 by Denzil Kim White a resident of the State of Kentucky.

[SEAL]

 510279

Notary Public State of Ky

My commission expires: 4.28.18

**OWNER:**  
**Jannis K. White**

By: Jannis K White  
PRINT NAME: Jannis K White

THE STATE OF KENTUCKY

COUNTY OF LYON

§  
§  
§

This instrument was acknowledged before me on this 2 day of Feb, 2017 by Jannis K. White a resident of the State of Kentucky.

[SEAL]

Susan Doorn

Notary Public State of Ky

My commission expires: 4.28.18

**TENANT:**

Ashwood Solar I, LLC,

By: Michael Volpe

PRINT NAME: Michael Volpe

PRINT TITLE: Vice President

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

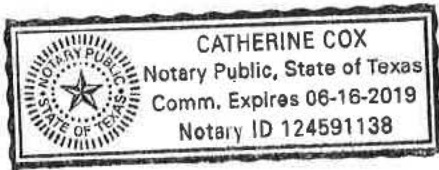
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2017, by Michael Volpe, vice President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]

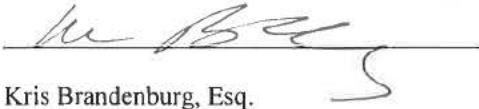
Catherine Cox

Notary Public State of Texas

My commission expires: 6-16-19



This Instrument Prepared By:

A handwritten signature in cursive script, appearing to read "Kris Brandenburg", is written over a horizontal line. The signature is positioned to the left of the line, and the line extends to the right, ending with a small flourish.

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky, containing 85.37 acres, more or less:

- As described in Deed Book 130 at Page 219, said deed recorded on Mar 13, 2003, consisting of 85.37 acres, more or less, also known as Parcel ID 39-6, as depicted in the map on the following page:

TRACT I

A certain tract of land situated about six miles northeast of the town of Kuttawa, on the Kuttawa & Fredonia road (highway U.S. 641), in Lyon County, Kentucky, and bounded and described as follows: Beginning at a stone, original corner in the Brasher survey and corner also to Plot No. 3 (beginning corner) in line of Robbie Dorroh; thence with same N 58-3/4 E 56 poles to a stone, corner to the Robbie Dorroh survey (later Redericks) with a sassafras as a pointer; thence with the Rederick line S 39 E 77 poles to a stone in the center of the Old Kuttawa & Fredonia Road, corner to Wadlington; thence with said old road and the Wadlington line N 46-3/4 E 22 poles; thence N 37 E 12 poles; thence N 26 E 19 poles; thence N 28-1/4 E 27 poles to an iron stake in center of said Kuttawa & Fredonia road, corner to Charlie Wadlington; thence with his line N 23-1/4 W 114-1/2 poles to a stake on the northeast side

of a large pond and corner to Plot No. 5; thence with the line of same S 59 W 69-1/2 poles; thence S 58 W 64 poles to a stake in the edge of a woodland; thence with the line of said woodland S 27 E 16 poles to a stone; thence S 59-1/2 W 21-1/2 poles to a stone in the line of Plot No. 3; thence with said line S 31-1/2 E 54 poles to the beginning, containing 96 acres, more or less.

EXCEPTED HEREFROM is a small parcel of land conveyed by J. R. Dorroh, et ux, to C. Y. Wadlington by deed dated July 18, 1944 and recorded in Deed Book 40, page 325, Lyon County Court Clerk's Office.

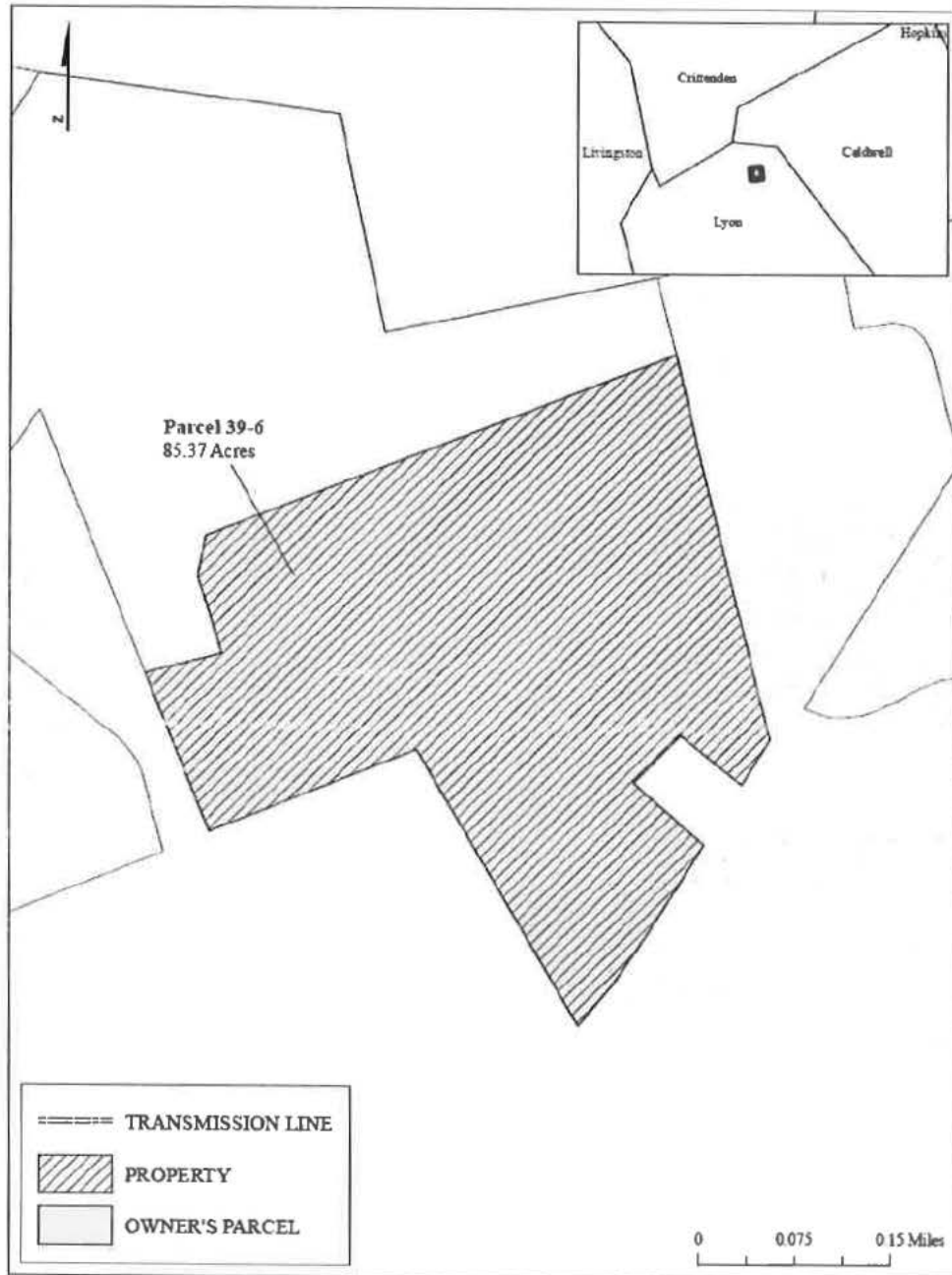
TRACT II

A certain small parcel of land situated on the west side of Highway U. S. 641 about 15 miles north of Kuttawa, in Lyon County, Kentucky, bounded and described as follows:

Beginning at a stake in the western right-of-way line of said Highway, corner to the land owned and occupied by Henry Kingston and Tabitha Peck Kingston, or one of them; running thence in a northerly direction with said western right-of-way line of said highway for a distance of 135 feet to a stake, corner to the land of L. R. Cannon and Minnie Cannon; thence in a southerly direction with the line of L. R. Cannon and Minnie Cannon for a distance of 135 feet to a stake in the line of said Kingstons; thence in an easterly direction with the line of said Kingstons for a distance of 45 feet to the beginning.

Tract I is the same property conveyed to L. R. Cannon and Minnie Cannon, by deed from M. W. Hall and Bernice Hall, his wife, dated August 29, 1958 and recorded in Deed Book 46, Page 220. Tract II is the same property conveyed to L. R. Cannon and Minnie Cannon, by deed from L. T. Wadlington and Emma Wadlington, his wife, dated April 29, 1960 and recorded in Deed Book 50, Page 388. The said Minnie Cannon conveyed her one-half (1/2) interest in Tract I to the said L. R. Cannon by deed dated April 30, 1968 and recorded in Deed Book 60, Page 372. The present owners obtained their respective one-quarter (1/4) interest each by inheritance, deed and will. Reference is made to Affidavit of Descent of L. R. Cannon, dated March 5, 1988 and recorded in Deed Book 94, Page 74; Affidavit of Descent of Minnie Cannon, dated March 5, 1988 and recorded in Deed Book 94, Page 75; deed from Diane Yates, a single woman to George Cannon, Sr. and wife, Annie M. Cannon, dated April 8, 1988 and recorded in Deed Book 94, Page 225; Affidavit of Descent of George Cannon, Sr., dated May 14, 2001 and recorded in Deed Book 125, Page 451; and

Will of Annie Cannon recorded in Will Book 7, Page 657, the said Annie Cannon died on Feb 12, 2000. All references are in the Lyon County Court Clerk's Office.





### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	October 4, 2017																		
<b>Owner:</b>	Gamer, Jackson, Rice, & Young, LLC, a Kentucky limited liability company																		
<b>Owner’s Address:</b>	103 Hickory Lane Vine Grove, KY 40175																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately 118.11 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">Construction Term</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">Construction Extension Term</td><td style="background-color: black;"></td></tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			

<p><b>Production Rent</b></p>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="565 380 1325 688"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="565 726 1305 852"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="565 913 1305 1039"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<p><b>Development Term:</b></p> <p><b>Construction Term:</b></p> <p><b>Construction Extension Term:</b></p> <p><b>Production Term:</b></p> <p><b>Extended Production Term:</b></p>	<p>The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of \$30/acre.</p> <p>The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.</p> <p>The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.</p>																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). Tenant may

obtain a survey of the Property and may obtain a more specific legal description for the Property. Upon receipt of a more specific legal description for the Property, Owner agrees to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "**Project**"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "**Solar Energy Projects**").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner. Notwithstanding anything else in this Agreement to the contrary, Owner may plant row crops on the Property during the Development Term.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("**Project Activities**"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "**Solarpower Facilities**"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("**Transmission Facilities**"); (3) other facilities consisting of an operations and maintenance building, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including gravel roads, construction laydown and staging areas, and related temporary facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("**Operational Facilities**") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "**Project Facilities**"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement). This Agreement does not prohibit, and none of the rights granted to Tenant shall be

interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5) years** after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the last day of the twelfth (12<sup>th</sup>) full month thereafter (which shall be deemed the first Production Year, and which may contain more than 365 days), and each subsequent year during the Production Term. Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 Development Rent. Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] days after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] days after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 Production Rent. Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Tenant will pay to Owner for each Production Year, an annual amount equal to the Production Rent, which shall be calculated by multiplying the “per acre” amount shown for that Production Year in the applicable table in the Basic Terms Summary by the greater of the following: (a) the total number of acres of the Property under lease, or (b) the [REDACTED]. Within [REDACTED] days after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, within [REDACTED] days of each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the Production Rent owed for that calendar year, after giving pro rata credit for any Production Rent already paid covering a portion of that calendar year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 Payment Adjustments: Partial Ownership: Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] prior written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owners is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects

that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED**

**BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

"Affiliate" for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, "control" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. **OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT'S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE "TENANT PARTIES" OR A "TENANT PARTY") FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY'S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY'S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.**

8.3 Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**Section 9. Tenant's Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation including reasonable legal expenses. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the



Property for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property. Tenant shall indemnify Owner for its reasonable legal expenses incurred in the event this Section 9.3 is violated by Tenant.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED]. Additionally, if Tenant's activities during the Development Term damage Owner's agricultural crop on the Property then Tenant shall pay Owner fair market value of the damaged crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED].

**Section 10. Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 **Ownership and Mineral Estate.** Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 **Liens.** Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 **No Third Party Rights.** Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind ("**Third Party Rights**") that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 **Treatment of Liens; Third Party Rights.** If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner including reimbursement of any reasonable legal expenses. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A "**Subordination and Non-Disturbance Agreement**" means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 **Hazardous Materials.** To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local

law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses including reasonable legal fees incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. Within [REDACTED] after receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for

its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct gravel roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions.



10.16.1

10.16.2

10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

10.18 Insurance. Tenant shall obtain and keep in effect a broad form commercial general liability insurance policy (or its contemporary equivalent) with a limit of no less than Five Million Dollars (\$5,000,000) during the Production Term, and no less than Two Million Dollars (\$2,000,000) during the Development Term, of combined single limit liability coverage per occurrence, accident or incident, with a commercially reasonable deductible. Upon written request by Owner, Tenant shall cause the Owner to be named as an additional insured in such policy and shall deliver to the Owner a certificate of insurance evidencing said policy, which certificate shall provide that (i) the Owner shall be given notice of any modification, cancellation or termination of such insurance in accordance with the policy terms and (ii) the insurer waives all rights of subrogation against Owner in connection with any loss or damage covered by such policy. Tenant may satisfy its insurance obligations under this Section 10.1 through individual insurance policy or policies, blanket insurance policies or through a program of self-insurance.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases,

subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. For avoidance of doubt, the lien or any mortgage or security interest shall attach only to Tenant's leasehold interest as set forth in this Agreement, and not to the Owner's fee interest, in the Property. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2. Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] days after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement, provided that the total Production Rent owed to Owner in the new Agreements shall not be reduced below the amount of Production Rent as calculated based upon the Acreage in Production Minimum set forth in Section 5.2; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage (defined below) exists and until the lien created by such Mortgage has been extinguished, any Mortgagee (defined below) has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default**."

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this

Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within [REDACTED] days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner



for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

### **Section 13. Termination.**

13.1 Tenant's Right to Terminate.

13.2 Owner's Right to Terminate.

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property, regardless of whether the Project Facilities were installed by Tenant or another party, to not less than [REDACTED] below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.41 Restoration Security. Tenant shall maintain a bond, letter of credit or other security ("**Restoration Security**") securing payment of Tenant's costs related to Restoration Activities in accordance with requirements by applicable governmental authorities in connection with land use and permitting approvals for the Solarpower Facilities. If the applicable governmental authorities do not require Restoration Security, then on the date that is five (5) years after Construction Commencement Date (the "**Bonding Date**"), Tenant shall obtain, and maintain in effect for Landowner's benefit throughout the remainder of the Production Term or Extended Production Term, if it

occurs, Restoration Security in an amount equal to the (1) the estimated costs of Restoration Requirements in accordance with Section 13.4 minus (2) the salvage value of the Solarpower Facilities. In the event the salvage value of the Solarpower Facilities exceeds the estimated costs of Restoration Requirements no Restoration Security shall be required. The amount of such Restoration Requirements costs and salvage value shall initially be as estimated by a reputable, independent contractor selected by Tenant. In the first through tenth years after the Bonding Date, the amount of Restoration Security may be reviewed at Owner's request annually, the cost of such review to be shared 50-50 by Owner and Tenant. Beginning with the eleventh year after the Bonding Date, the amount of Restoration Security shall be reviewed (a) every five (5) years, at Tenant's expense, or (b) annually, upon Owner's request, the cost of such annual review to be shared 50-50 by Owner and Tenant. The revised estimates will be obtained from a reputable, independent contractor selected by Tenant.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement, except that the Acreage in Production Minimum as defined in Section 5.2 shall not be reduced in the event of such a release. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### **Section 14. Easements.**

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things, such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more

separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] days after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that

benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term "Easement", except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service, [REDACTED] days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys' fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall use reasonable efforts to amend this Agreement or replace it with a different instrument that (i) does not materially impair the rights of Owner under this Agreement; and (ii) converts Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement, or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "Taking"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("Award") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.


16.14 Option to Purchase. Not less than six (6) months prior to Tenant's good faith estimate as to the date in which it intends to commence construction on the Project, Tenant shall deliver written notice to Owner containing Tenant's good faith estimate as to the timing of commencement of construction ("**Commencement of Construction Notice**"). Promptly after delivery of the Commencement of Construction Notice, Owner and Tenant shall commence good faith negotiations of an option agreement for the exclusive right of Tenant to purchase Owner's fee simple interest in the Property for the payment by Tenant to Owner of a mutually agreeable price (the "**Option Agreement**"). If the Parties are able to reach a mutual agreement as to the terms of the Option Agreement within two (2) months of the Commencement of Construction Notice, then the Parties will execute the Option Agreement and following that execution, this Agreement would terminate and the Parties would thereafter be bound by the terms of the Option Agreement. If the Parties cannot reach a mutual agreement as to the terms of the Option Agreement within two (2) months of the Commencement of Construction Notice, then the negotiations shall cease and this Agreement shall remain in effect.

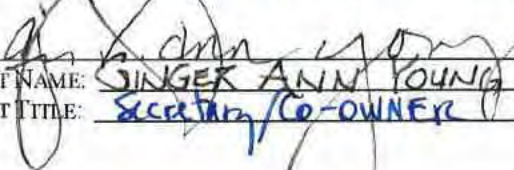
16.15 Use and Maintenance of Barns on Property. As of the Effective Date, there is a barn located near the center of the Property (the "**Barn**"). After the Construction Commencement Date, Tenant may use the Barn in connection with construction and operation of the Project. Upon the arrival of any construction equipment on the Property, Tenant shall maintain insurance coverage on the Barn, provide customary maintenance on the Barns, and repair any damage to the Barn caused by the construction or operation of the Project.

**[signatures appear on following page]**


The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER:  
GARNER, JACKSON, RICE, & YOUNG, LLC**

By:   
PRINT NAME: SAM J. YOUNG  
PRINT TITLE: Chairman / Registered Agent

By:   
PRINT NAME: GINGER ANN YOUNG  
PRINT TITLE: Secretary / Co-OWNER

**TENANT:  
ASHWOOD SOLAR I, LLC**

By:   
PRINT NAME: CYRUS TASHAKKORI  
PRINT TITLE: PRESIDENT



## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 736, said deed recorded on Jan 13, 2003, consisting of 118.11 acres, more or less, also known as Parcel ID 38-14, as depicted in the map on the following page:

#### PARCEL 2

A certain tract or parcel of land lying on the waters of Skinframe Creek in Lyon County, Kentucky, and bounded as follows:

Beginning at a stake in the center of the road leading from Eddyville to Fredonia via New Bethel Church, not far north of what is known as the Stegar house, at point where cross fence now intersects with string of fence on west side of said road; thence with said cross fence S. 74 W. 80 poles to a stake in line of said fence; thence S. 72½ W. 134 poles to a stake in line of said fence in fresh land; thence S. 85 W. with line of said fence 55 poles to a stake in Easley's line where said cross fence intersects said line, with a red oak pointer; thence with line of Easley's N. 27 E. 131 poles passing corner of Easley and McElroy at 50 poles to a stone with a black gum as pointer, also McElroy's corner; thence with McElroy's line S. 88 E. 215 poles to a stake in the center of said public road; thence down the same, in the center thereof, S. 30½ W. 36 poles to a stake; thence S. 18 E. 11¼ poles to the place of beginning, containing by triangular estimate one hundred and twelve (112) acres and 35 poles; *EXCEPTION* but there was excepted and not devised, a portion of said tract, which was conveyed to the said C. B. Jackson and Melba Jackson by the said Charles W. Garner by deed dated March 28, 1939, and of record at page 258, Deed Book 38, office of the Clerk of the Lyon County Court. Said portion is described in said Deed as follows:

A certain small tract or parcel of land on the west side of the old Kuttawa and Fredonia road, about four miles west of Fredonia, in Lyon County, Kentucky, bounded and described as follows: on the north by the lands of E. F. Glenn; on the east and south by the lands of Ruby Brockmeyer; on the west by the lands of C. W. Garner; containing what is supposed to be about fifteen (15)

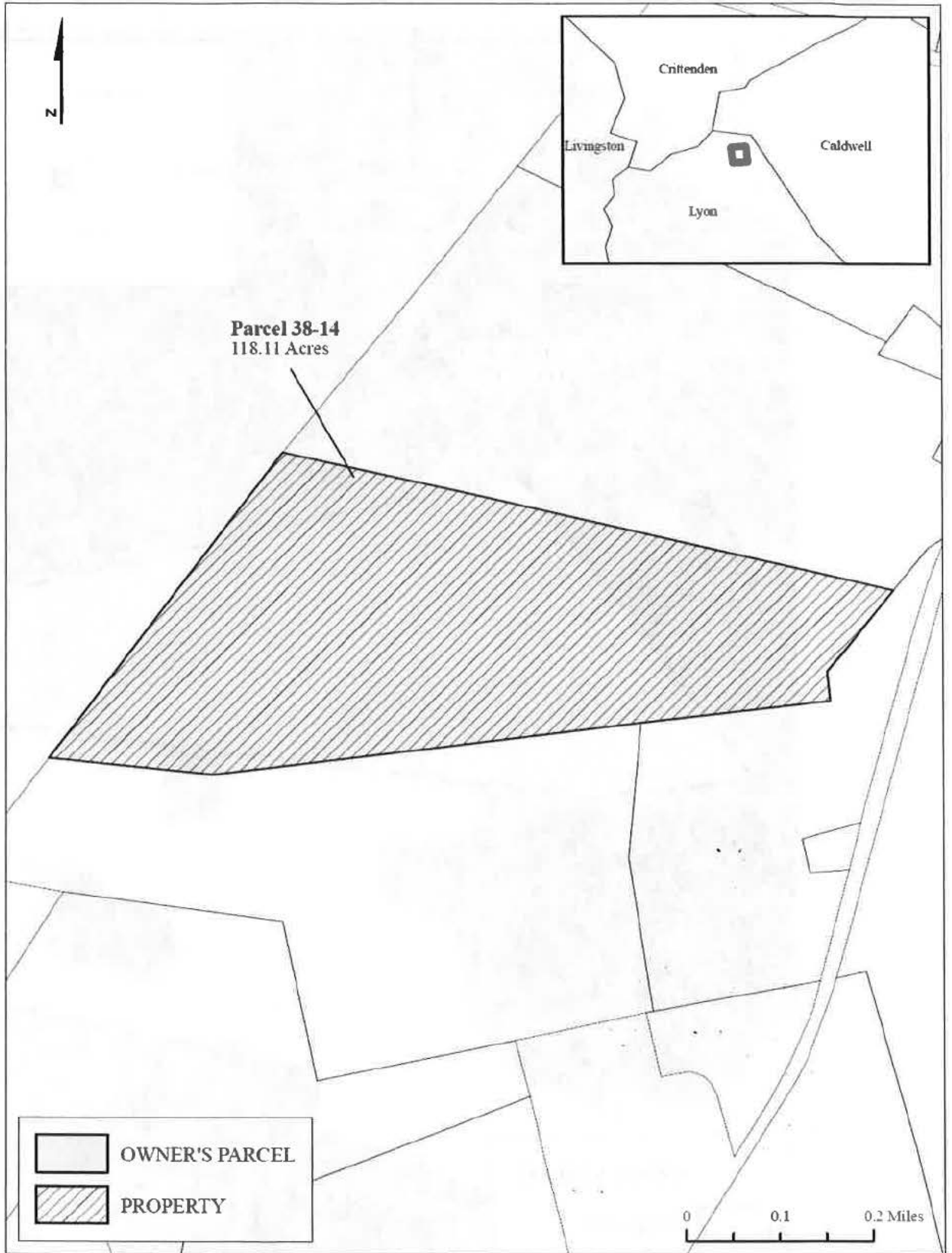
PARCEL 3

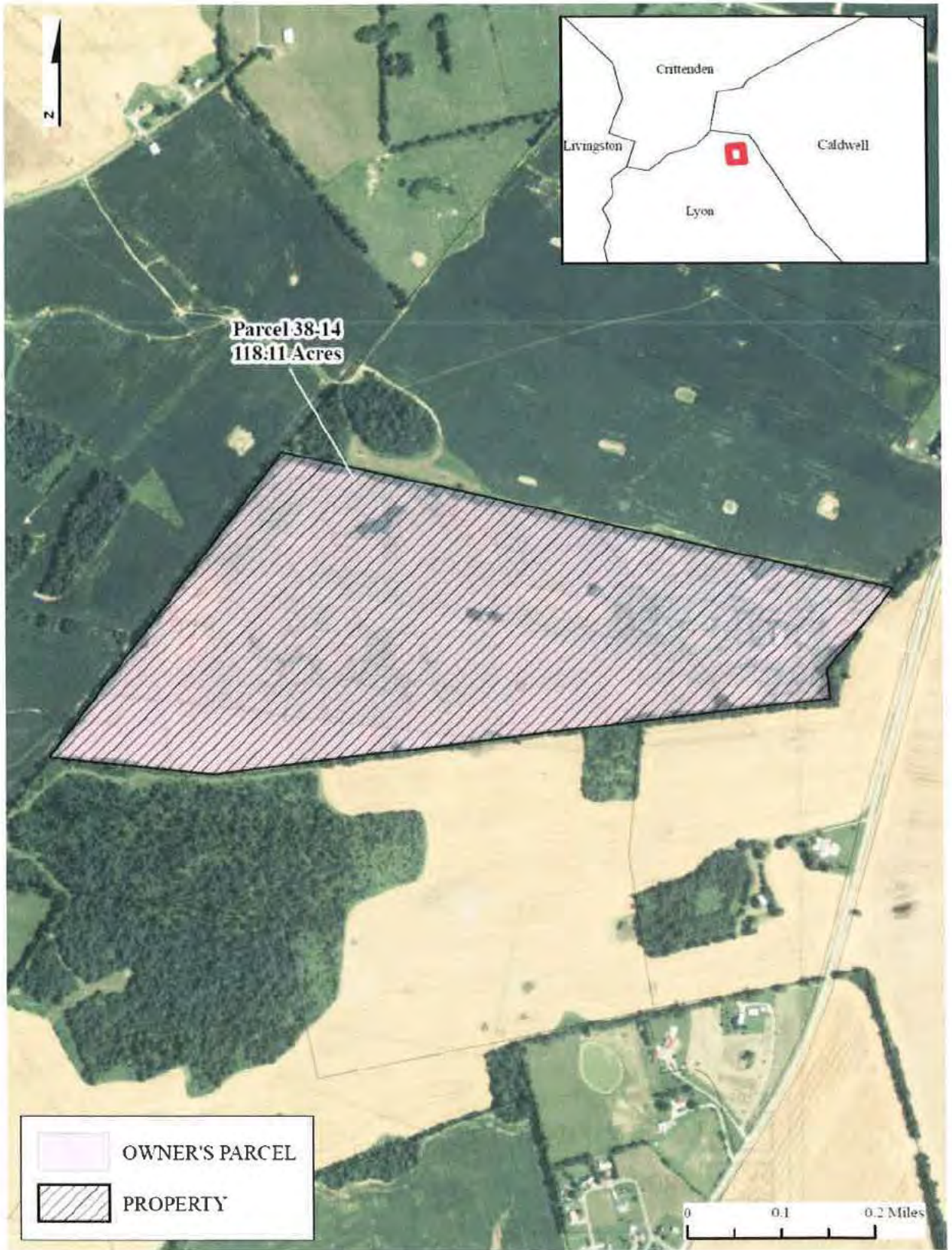
Also, the following tract of land which was conveyed to C. B. Jackson and Melba Jackson by the said Charles W. Garner by deed dated March 28, 1939, and of record at page 258, Deed Book 38, Office of the Clerk of the Lyon County Court. Said portion is described in said deed as follows:

A certain tract or parcel of land on the west side of the old Kuttawa and Fredonia Road, about four miles west of Fredonia, in Lyon County, Kentucky, bounded and described as follows: On the north by the lands of E. F. Glenn; on the east and south by the lands of Ruby Brockmeyer; on the west by the lands of C. W. Garner; containing what is supposed to be about fifteen (15) acres.

Said tract hereby conveyed included all of said original tract hereinafter referred to which lies east of the fence which begins at the gate near C. W. Garner's residence, corner to Ruby Brockmyer and C. W. Garner, and runs in a northerly direction in E. F. Glenn's line. *[This paragraph appears in the source deed at Deed Book 38, page 258, but is omitted from the subsequent deeds.]*

acres. For further description reference is made to said Deed. *[This description was taken from the deed within the chain of title of Melba Jackson to C. B. Jackson, of record in Deed Book 44, page 96, in the Lyon County Clerk's Office. The exception set out above was omitted in the subsequent deeds.]*





**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF LYON

§

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “Memorandum”) is made, dated and effective as of October 4, 2017 (the “Effective Date”), between Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company (collectively “Owner”), and Ashwood Solar I, LLC, a Delaware limited liability company (“Tenant”), with regards to the following:

1. **Solar Agreement.** Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the “**Agreement**”), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the “**Property**”). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.

2. **Grant of Rights.** The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (d) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (e) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant’s use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. **Term.** The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms

of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]



**OWNER:**  
**GARNER, JACKSON, RICE, & YOUNG, LLC**

By: Samuel Jackson Young  
PRINT NAME: SAM J. YOUNG  
PRINT TITLE: CHAIRMAN / REGISTERED AGENT

THE STATE OF KENTUCKY

§  
§  
§

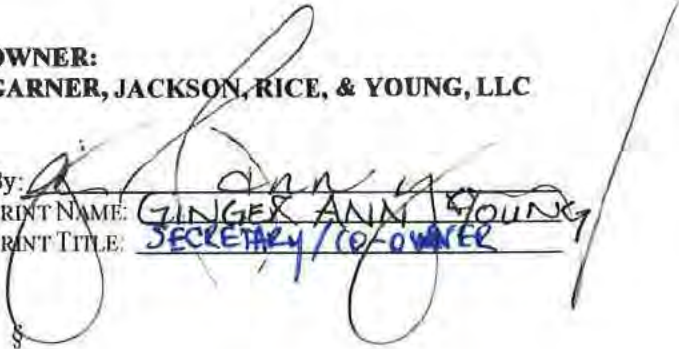
COUNTY OF HARDIN

The foregoing instrument was acknowledged before me this 11 day of September, 2017, by Samuel J. Young, Chairman of Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company, on behalf of said company.

[SEAL]

Joseph M. [Signature]  
Notary Public State of Ky  
My commission expires: 9-12-18

**OWNER:  
GARNER, JACKSON, RICE, & YOUNG, LLC**

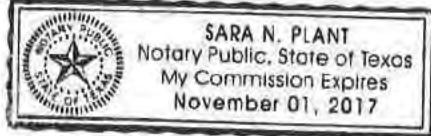
By:   
PRINT NAME: GINGER ANN YOUNG  
PRINT TITLE: SECRETARY / CO-OWNER

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

The foregoing instrument was acknowledged before me this 18 day of September, 2017, by Ginger A. Young, Sec/Co-owner of Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company, on behalf of said company.

[SEAL]



  
Notary Public State of Texas  
My commission expires: November 1, 2017

TENANT:  
ASHWOOD SOLAR I, LLC

By: \_\_\_\_\_  
PRINT NAME: CYRUS TASHAKKORI  
PRINT TITLE: President

THE STATE OF TEXAS

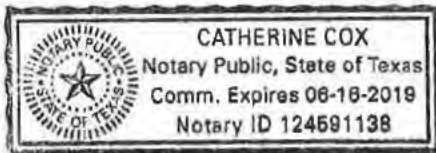
§  
§  
§

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2017 by Cyrus Tashakkori, President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]

Catherine Cox  
Notary Public State of Texas  
My commission expires: 6-16-2019



This Instrument Prepared By:



Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202



Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 736, said deed recorded on Jan 13, 2003, consisting of 118.11 acres, more or less, also known as Parcel ID 38-14, as depicted in the map on the following page:

**PARCEL 2**

A certain tract or parcel of land lying on the waters of Skinframe Creek in Lyon County, Kentucky, and bounded as follows:

Beginning at a stake in the center of the road leading from Eddyville to Fredonia via New Bethel Church, not far north of what is known as the Stegar house, at point where cross fence now intersects with string of fence on west side of said road; thence with said cross fence S. 74 W. 80 poles to a stake in line of said fence; thence S. 72½ W. 134 poles to a stake in line of said fence in fresh land; thence S. 85 W. with line of said fence 55 poles to a stake in Easley's line where said cross fence intersects said line, with a red oak pointer; thence with line of Easley's N. 27 E. 131 poles passing corner of Easley and McElroy at 50 poles to a stone with a black gum as pointer, also McElroy's corner; thence with McElroy's line S. 88 E. 215 poles to a stake in the center of said public road; thence down the same, in the center thereof, S. 30½ W. 36 poles to a stake; thence S. 18 E. 11¼ poles to the place of beginning, containing by triangular estimate one hundred and twelve (112) acres and 35 poles; *EXCEPTION* but there was excepted and not devised, a portion of said tract, which was conveyed to the said C. B. Jackson and Melba Jackson by the said Charles W. Garner by deed dated March 28, 1939, and of record at page 258, Deed Book 38, office of the Clerk of the Lyon County Court. Said portion is described in said Deed as follows:

A certain small tract or parcel of land on the west side of the old Kuttawa and Fredonia road, about four miles west of Fredonia, in Lyon County, Kentucky, bounded and described as follows: on the north by the lands of E. F. Glenn; on the east and south by the lands of Ruby Brockmeyer; on the west by the lands of C. W. Garner; containing what is supposed to be about fifteen (15)

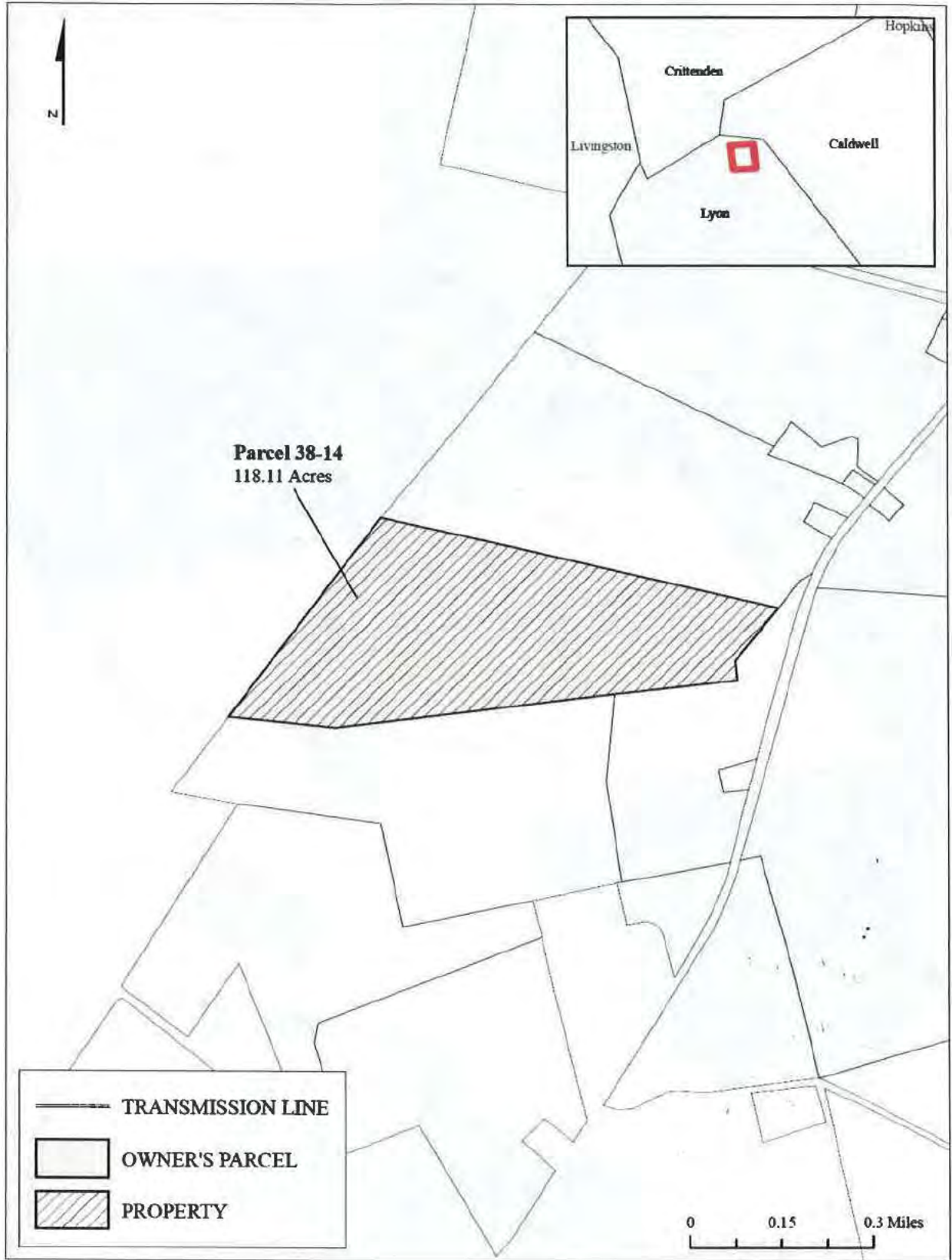
PARCEL 3

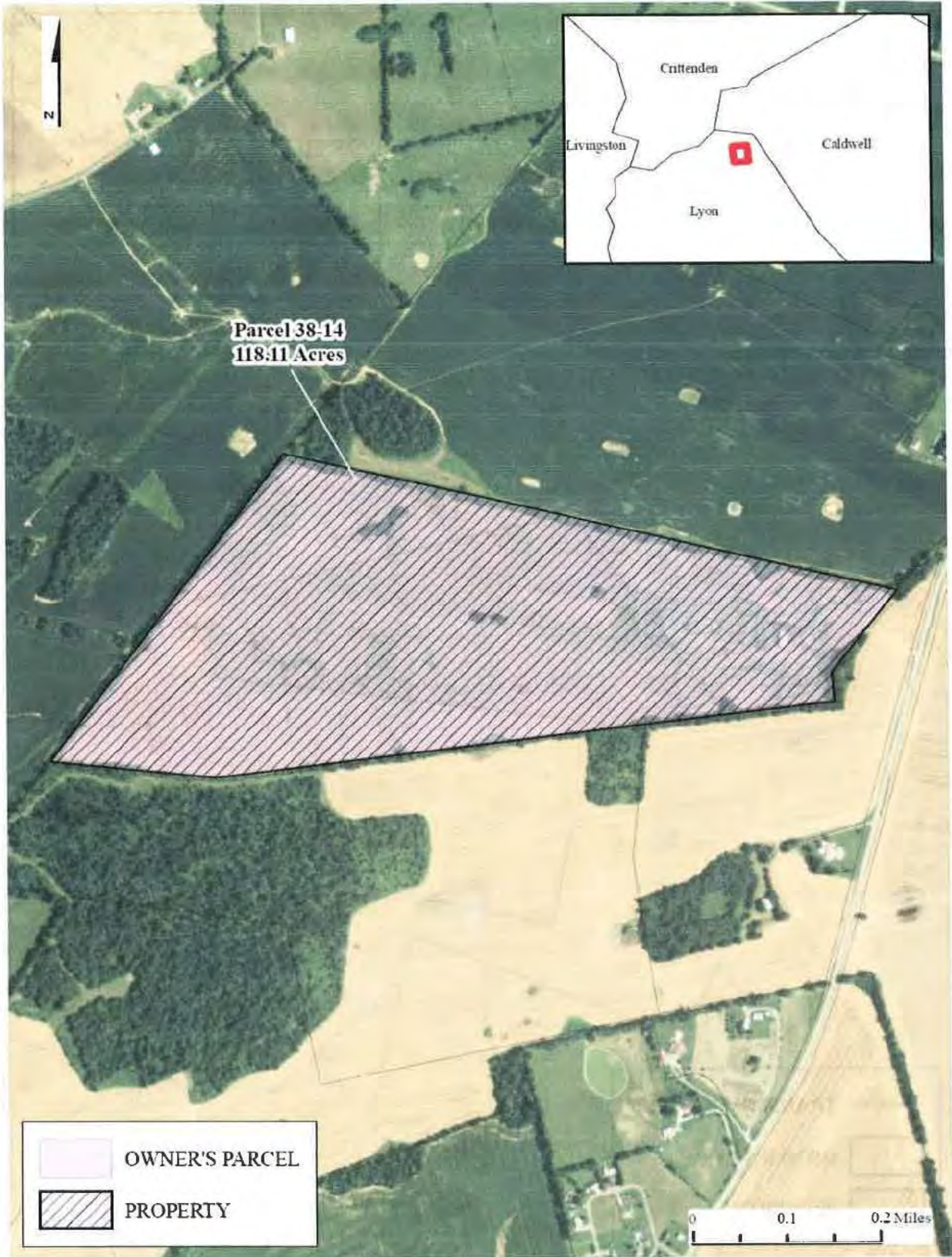
Also, the following tract of land which was conveyed to C. B. Jackson and Melba Jackson by the said Charles W. Garner by deed dated March 28, 1939, and of record at page 258, Deed Book 38, Office of the Clerk of the Lyon County Court. Said portion is described in said deed as follows:

A certain tract or parcel of land on the west side of the old Kuttawa and Fredonia Road, about four miles west of Fredonia, in Lyon County, Kentucky, bounded and described as follows: On the north by the lands of E. F. Glenn; on the east and south by the lands of Ruby Brockmeyer; on the west by the lands of C. W. Garner; containing what is supposed to be about fifteen (15) acres.

Said tract hereby conveyed included all of said original tract hereinafter referred to which lies east of the fence which begins at the gate near C. W. Garner's residence, corner to Ruby Brockmyer and C. W. Garner, and runs in a northerly direction in E. F. Glenn's line. *[This paragraph appears in the source deed at Deed Book 38, page 258, but is omitted from the subsequent deeds.]*

acres. For further description reference is made to said Deed. *[This description was taken from the deed within the chain of title of Melba Jackson to C. B. Jackson, of record in Deed Book 44, page 96, in the Lyon County Clerk's Office. The exception set out above was omitted in the subsequent deeds.]*







### Solar Energy Lease and Easement Agreement

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

#### Basic Terms Summary

<b>Effective Date:</b>	Oct 4, 2017																		
<b>Owner:</b>	Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company																		
<b>Owner’s Address:</b>	103 Hickory Lane Vine Grove, KY 40175																		
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																		
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																		
<b>Property:</b>	Approximately <b>121.51</b> acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																		
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Development Term</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">2</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">3</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">4</td><td style="background-color: black;"></td></tr> <tr><td style="text-align: center;">5</td><td style="background-color: black;"></td></tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Year of Construction</th> <th style="width: 50%;">Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Construction Term</td> <td style="background-color: black;"></td> </tr> <tr> <td style="text-align: center;">Construction Extension Term</td> <td style="background-color: black;"></td> </tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1		2		3		4		5		Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term		Construction Extension Term	
Year of Development Term	Development Rent (per acre of the Property under lease)																		
1																			
2																			
3																			
4																			
5																			
Year of Construction	Development Rent (per acre of the Property under lease)																		
Construction Term																			
Construction Extension Term																			

<p><b>Production Rent</b></p>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="565 373 1305 659"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="565 722 1305 848"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="565 911 1305 1037"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<p><b>Development Term:</b></p> <p><b>Construction Term:</b></p> <p><b>Construction Extension Term:</b></p> <p><b>Production Term:</b></p> <p><b>Extended Production Term:</b></p>	<p>The duration of the Development Term will be up to <b>five (5)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 3 of the Development Term will be paid as an up front, lump-sum payment amount of [REDACTED] acre.</p> <p>The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.</p> <p>The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.</p> <p>The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.</p>																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). Tenant may

obtain a survey of the Property and may obtain a more specific legal description for the Property. Upon receipt of a more specific legal description for the Property, Owner agrees to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "**Project**"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "**Solar Energy Projects**").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner. Notwithstanding anything else in this Agreement to the contrary, Owner may plant row crops on the Property during the Development Term.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("**Project Activities**"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "**Solarpower Facilities**"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("**Transmission Facilities**"); (3) other facilities consisting of an operations and maintenance building, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, including gravel roads, construction laydown and staging areas, and related temporary facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("**Operational Facilities**") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "**Project Facilities**"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property and Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner's may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement). This Agreement does not prohibit, and none of the rights granted to Tenant shall be

interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **five (5) years** after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, or (2) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the last day of the twelfth (12<sup>th</sup>) full month thereafter (which shall be deemed the first Production Year, and which may contain more than 365 days), and each subsequent year during the Production Term. Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term.**"

4.4 Lease Term. The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 Development Rent. Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the “**Development Rent**”. Within [REDACTED] days after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the first three years of the Development Term. Within [REDACTED] days after the third anniversary of the Effective Date, and continuing on each subsequent anniversary of the Effective Date during the Development Term, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the applicable year. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the amount shown in the Basic Terms Summary for Development Rent for the Construction Term, after giving pro rata credit for any Development Term Rent already paid covering a time period after the Construction Commencement Date. If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 Production Rent. Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the “**Production Rent**.” Tenant will pay to Owner for each Production Year, an annual amount equal to the Production Rent, which shall be calculated by multiplying the “per acre” amount shown for that Production Year in the applicable table in the Basic Terms Summary by the greater of the following: (a) the total number of acres of the Property under lease, or (b) [REDACTED]. Within [REDACTED] days after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, within [REDACTED] days of each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the Production Rent owed for that calendar year, after giving pro rata credit for any Production Rent already paid covering a portion of that calendar year. Tenant shall have no obligation to make any additional payments of Production Rent after the termination or expiration of this Agreement.

5.3 Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner’s certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address for Owner set forth in this Agreement or such other single address designated by not less than [REDACTED] days’ prior written notice to Tenant and each such Assignee signed by all parties constituting Owner. At Tenant’s election, such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owners is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects

that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property (collectively, "**Tenant Taxes**"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Tenant's Project Facilities on the Property, then Tenant shall pay the entire amount of such increase.

7.1 **Reimbursement.** If any Tenant Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due. Tenant shall also receive the benefit of any early payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 **Contest.** Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

**Section 8. Indemnities**

8.1 **Indemnity by Tenant.** **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED**

**BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

“**Affiliate**” for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly (██████████) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. **OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT'S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “TENANT PARTIES” OR A “TENANT PARTY”) FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY'S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY'S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.**

8.3 Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**Section 9. Tenant's Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation including reasonable legal expenses. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the



Property for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property. Tenant shall indemnify Owner for its reasonable legal expenses incurred in the event this Section 9.3 is violated by Tenant.

9.4 Fences and Security Measures. Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.5 Crop Damages. If Tenant's construction of the Project, should it occur, precludes Owner from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED] previous years. Additionally, if Tenant's activities during the Development Term damage Owner's agricultural crop on the Property then Tenant shall pay Owner fair market value of the damaged crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED] previous years.

**Section 10. Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind ("**Third Party Rights**") that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner including reimbursement of any reasonable legal expenses. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A "**Subordination and Non-Disturbance Agreement**" means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local

law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies: Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses including reasonable legal fees incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED]. Tenant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property.

10.11 Estoppel Certificates. Within [REDACTED] after receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for

its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct gravel roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions.



10.17 Property Documents. Upon reasonable request by Tenant, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

10.18 Insurance. Tenant shall obtain and keep in effect a broad form commercial general liability insurance policy (or its contemporary equivalent) with a limit of no less than Five Million Dollars (\$5,000,000) during the Production Term, and no less than Two Million Dollars (\$2,000,000) during the Development Term, of combined single limit liability coverage per occurrence, accident or incident, with a commercially reasonable deductible. Upon written request by Owner, Tenant shall cause the Owner to be named as an additional insured in such policy and shall deliver to the Owner a certificate of insurance evidencing said policy, which certificate shall provide that (i) the Owner shall be given notice of any modification, cancellation or termination of such insurance in accordance with the policy terms and (ii) the insurer waives all rights of subrogation against Owner in connection with any loss or damage covered by such policy. Tenant may satisfy its insurance obligations under this Section 10.1 through individual insurance policy or policies, blanket insurance policies or through a program of self-insurance.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases,

subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. For avoidance of doubt, the lien or any mortgage or security interest shall attach only to Tenant's leasehold interest as set forth in this Agreement, and not to the Owner's fee interest, in the Property. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2. Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] days after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement, provided that the total Production Rent owed to Owner in the new Agreements shall not be reduced below the amount of Production Rent as calculated based upon the Acreage in Production Minimum set forth in Section 5.2; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgage Protection.** For as long as its Mortgage (defined below) exists and until the lien created by such Mortgage has been extinguished, any Mortgagee (defined below) has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default**."

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] days after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] days after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this

Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within [REDACTED] days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner



for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

### **Section 13. Termination.**

13.1 Tenant's Right to Terminate.

[REDACTED]

13.2 Owner's Right to Terminate.

[REDACTED]

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date and the removal all of above-grade and below-grade Project Facilities located on the Property, regardless of whether the Project Facilities were installed by Tenant or another party, to not less than [REDACTED] below grade, and the burial of all foundations below grade with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried three feet or more below-grade. Any access roads constructed by Tenant will remain on the Property unless Owner specifically requests their removal in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any borrow pits or quarries. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.41 Restoration Security. Tenant shall maintain a bond, letter of credit or other security ("**Restoration Security**") securing payment of Tenant's costs related to Restoration Activities in accordance with requirements by applicable governmental authorities in connection with land use and permitting approvals for the Solarpower Facilities. If the applicable governmental authorities do not require Restoration Security, then on the date that is five (5) years after Construction Commencement Date (the "**Bonding Date**"), Tenant shall obtain, and maintain in effect for Landowner's benefit throughout the remainder of the Production Term or Extended Production Term, if it

occurs, Restoration Security in an amount equal to the (1) the estimated costs of Restoration Requirements in accordance with Section 13.4 minus (2) the salvage value of the Solarpower Facilities. In the event the salvage value of the Solarpower Facilities exceeds the estimated costs of Restoration Requirements no Restoration Security shall be required. The amount of such Restoration Requirements costs and salvage value shall initially be as estimated by a reputable, independent contractor selected by Tenant. In the first through tenth years after the Bonding Date, the amount of Restoration Security may be reviewed at Owner's request annually, the cost of such review to be shared 50-50 by Owner and Tenant. Beginning with the eleventh year after the Bonding Date, the amount of Restoration Security shall be reviewed (a) every five (5) years, at Tenant's expense, or (b) annually, upon Owner's request, the cost of such annual review to be shared 50-50 by Owner and Tenant. The revised estimates will be obtained from a reputable, independent contractor selected by Tenant.

13.5 Release. In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement, except that the Acreage in Production Minimum as defined in Section 5.2 shall not be reduced in the event of such a release. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

#### **Section 14. Easements.**

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an "**Access Easement**"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "**Transmission Easement**"). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a "**Facility Easement**"). Among other things, such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more

separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements on, over, across, along and/or above any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that

benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term "Easement", except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

#### **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys' fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall use reasonable efforts to amend this Agreement or replace it with a different instrument that (i) does not materially impair the rights of Owner under this Agreement; and (ii) converts Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement, or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "Taking"), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("Award") payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner's fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant's business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant's interest in the Property (determined at the time of the Taking), including the value of Tenant's interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of "**Force Majeure**" (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a Party. A "**Regulatory Suspension**" means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

16.14 Option to Purchase. Not less than six (6) months prior to Tenant's good faith estimate as to the date in which it intends to commence construction on the Project, Tenant shall deliver written notice to Owner containing Tenant's good faith estimate as to the timing of commencement of construction ("**Commencement of Construction Notice**"). Promptly after delivery of the Commencement of Construction Notice, Owner and Tenant shall commence good faith negotiations of an option agreement for the exclusive right of Tenant to purchase Owner's fee simple interest in the Property for the payment by Tenant to Owner of a mutually agreeable price (the "**Option Agreement**"). If the Parties are able to reach a mutual agreement as to the terms of the Option Agreement within two (2) months of the Commencement of Construction Notice, then the Parties will execute the Option Agreement and following that execution, this Agreement would terminate and the Parties would thereafter be bound by the terms of the Option Agreement. If the Parties cannot reach a mutual agreement as to the terms of the Option Agreement within two (2) months of the Commencement of Construction Notice, then the negotiations shall cease and this Agreement shall remain in effect.

16.15 Use and Maintenance of Barns on Property. As of the Effective Date, there are two (2) barns located near the center of the Property (the "**Barns**"). After the Construction Commencement Date, Tenant may use the Barns in connection with construction and operation of the Project. Upon the arrival of any construction equipment on the Property, Tenant shall maintain insurance coverage on the Barns, provide customary maintenance on the Barns, and repair any damage to the Barns caused by the construction or operation of the Project.

**[signatures appear on following page]**

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER:  
GARNER, JACKSON, RICE, & YOUNG, LLC**

By: Samuel Jackson Young  
PRINT NAME: SAM J. YOUNG  
PRINT TITLE: Chairman / Registered Agent

By: Ginger Ann Young  
PRINT NAME: GINGER ANN YOUNG  
PRINT TITLE: Secretary / Co-Owner

**TENANT:  
ASHWOOD SOLAR I, LLC**

By: Cyrus Tashakkori  
PRINT NAME: CYRUS TASHAKKORI  
PRINT TITLE: PRESIDENT



**EXHIBIT A**

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 736, said deed recorded on Jan 13, 2003, consisting of 121.51 acres, more or less, also known as Parcel ID 49-6, as depicted in the map on the following page:

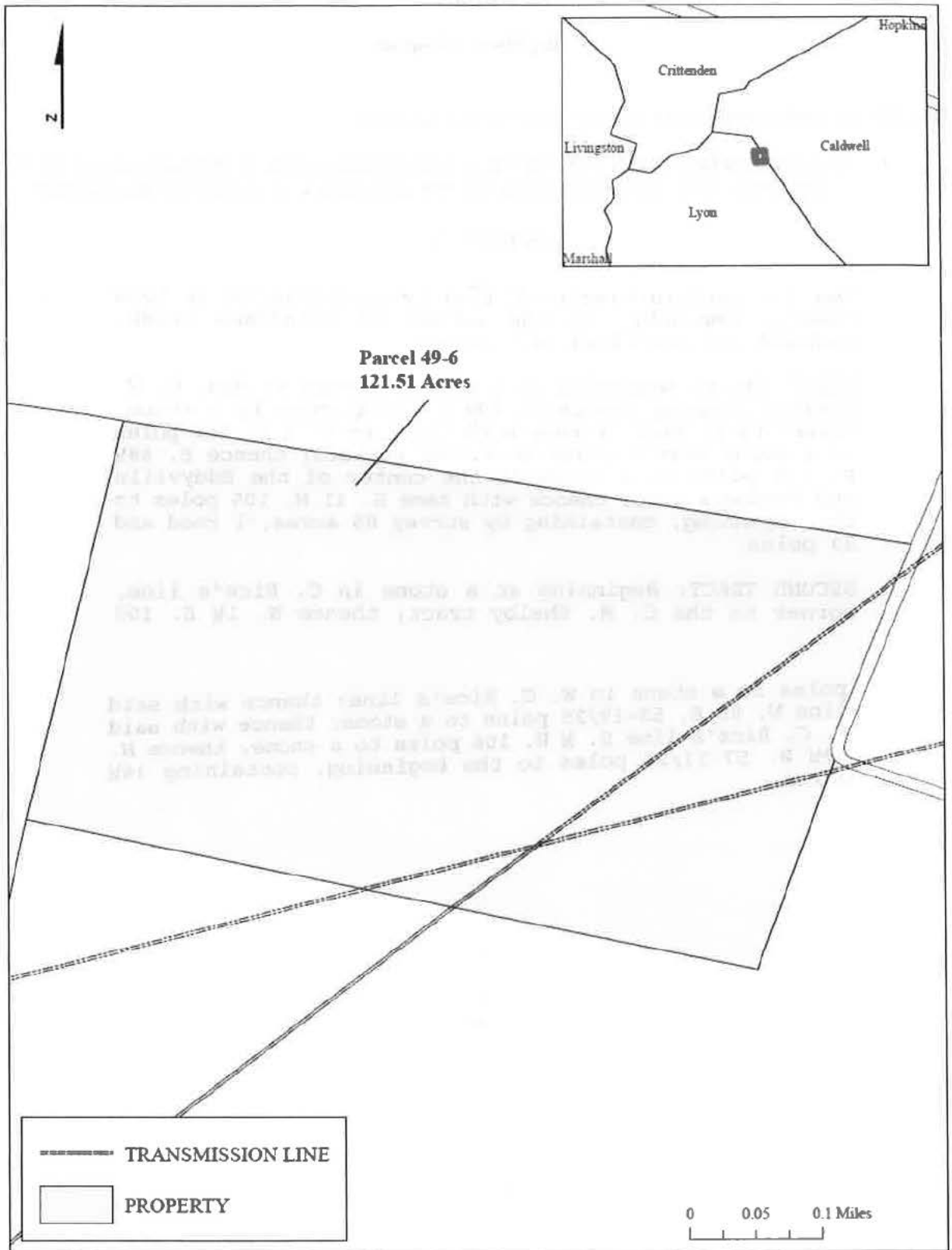
**PARCEL 1**

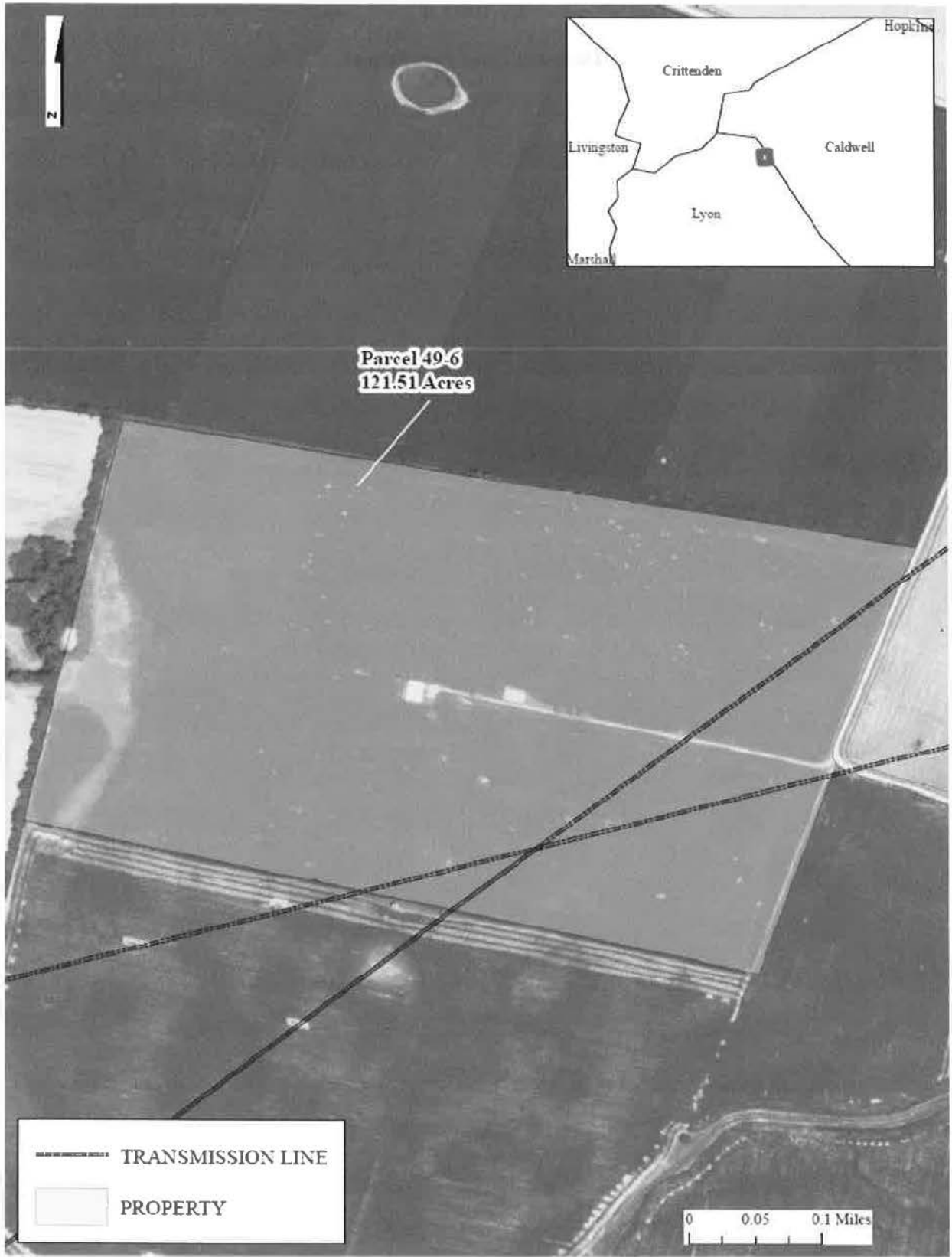
Two (2) certain tracts of land lying and being in Lyon County, Kentucky, on the waters of Skinframe Creek, bounded and described as follows:

FIRST TRACT: Beginning at a stone, corner to Mrs. C. M. Shelby; running thence N.  $89\frac{1}{2}$  W.  $120\frac{1}{4}$  poles to a stone, corner to C. Rice; thence with his line N.  $\frac{1}{2}$  E. 106 poles to a stone near a grove of silver poplars; thence S.  $88\frac{1}{4}$  E. 139 poles to a stone in the center of the Eddyville and Fredonia road; thence with same S. 11 W. 105 poles to the beginning, containing by survey 85 acres, 1 rood and 23 poles.

SECOND TRACT: Beginning at a stone in C. Rice's line, corner to the C. M. Shelby tract; thence N.  $1\frac{1}{4}$  E. 100

poles to a stone in W. C. Rice's line; thence with said line N. 85 E.  $55-19/25$  poles to a stone; thence with said W. C. Rice's line S.  $\frac{1}{2}$  W. 106 poles to a stone; thence N.  $89\frac{1}{4}$  W.  $57-11/25$  poles to the beginning, containing 36 $\frac{1}{2}$  acres.





**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY                             §    KNOW ALL PERSONS BY THESE PRESENTS:  
   §  
COUNTY OF LYON                                    §

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "**Memorandum**") is made, dated and effective as of Oct 4, 2017 (the "**Effective Date**"), Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company (collectively "**Owner**"), and Ashwood Solar I, LLC, a Delaware limited liability company ("**Tenant**"), with regards to the following:

1.     Solar Agreement. Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the "**Agreement**"), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the "**Property**"). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.

2.     Grant of Rights. The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; and (g) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant's use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Tenant a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3.     Term. The Agreement is for an initial Development Term of up to **five (5) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms

of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

**OWNER:  
GARNER, JACKSON, RICE, & YOUNG, LLC**

By: Samuel Jackson Young  
PRINT NAME: SAM J. YOUNG  
PRINT TITLE: Chairman / Registered Agent

THE STATE OF KENTUCKY           §  
  §  
COUNTY OF HARDIN               §

The foregoing instrument was acknowledged before me this 11 day of September, 2017, by Samuel J. Young, Chairman of Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company, on behalf of said company.

[SEAL]

Elizabeth M. O'Leary  
Notary Public State of Ky  
My commission expires: 9-12-18



**OWNER:  
GARNER, JACKSON, RICE, & YOUNG, LLC**

By: [Signature]  
PRINT NAME: GINGER A. YOUNG  
PRINT TITLE: SEC/CO-OWNER

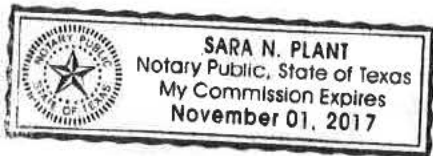
THE STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

The foregoing instrument was acknowledged before me this 18 day of September, 2017, by Ginger A. Young, Sec/Co-owner of Garner, Jackson, Rice, & Young, LLC, a Kentucky limited liability company, on behalf of said company.

[SEAL]



[Signature]  
Notary Public State of Texas  
My commission expires: November 1, 2017





This Instrument Prepared By:

A handwritten signature in black ink, appearing to read "Kris Brandenburg", is written over a solid horizontal line.

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 736, said deed recorded on Jan 13, 2003, consisting of 121.51 acres, more or less, also known as Parcel ID 49-6, as depicted in the map on the following page:

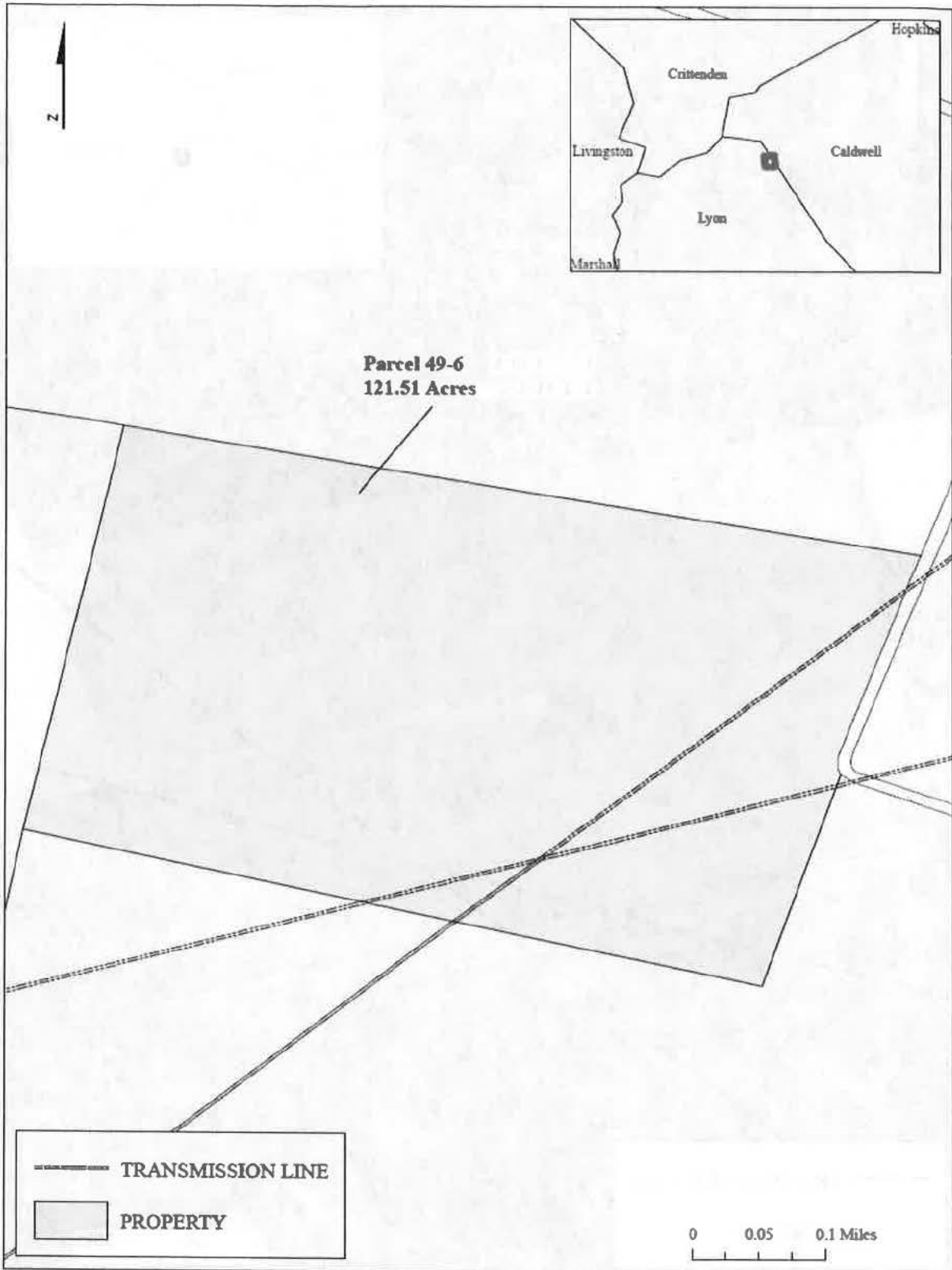
**PARCEL 1**

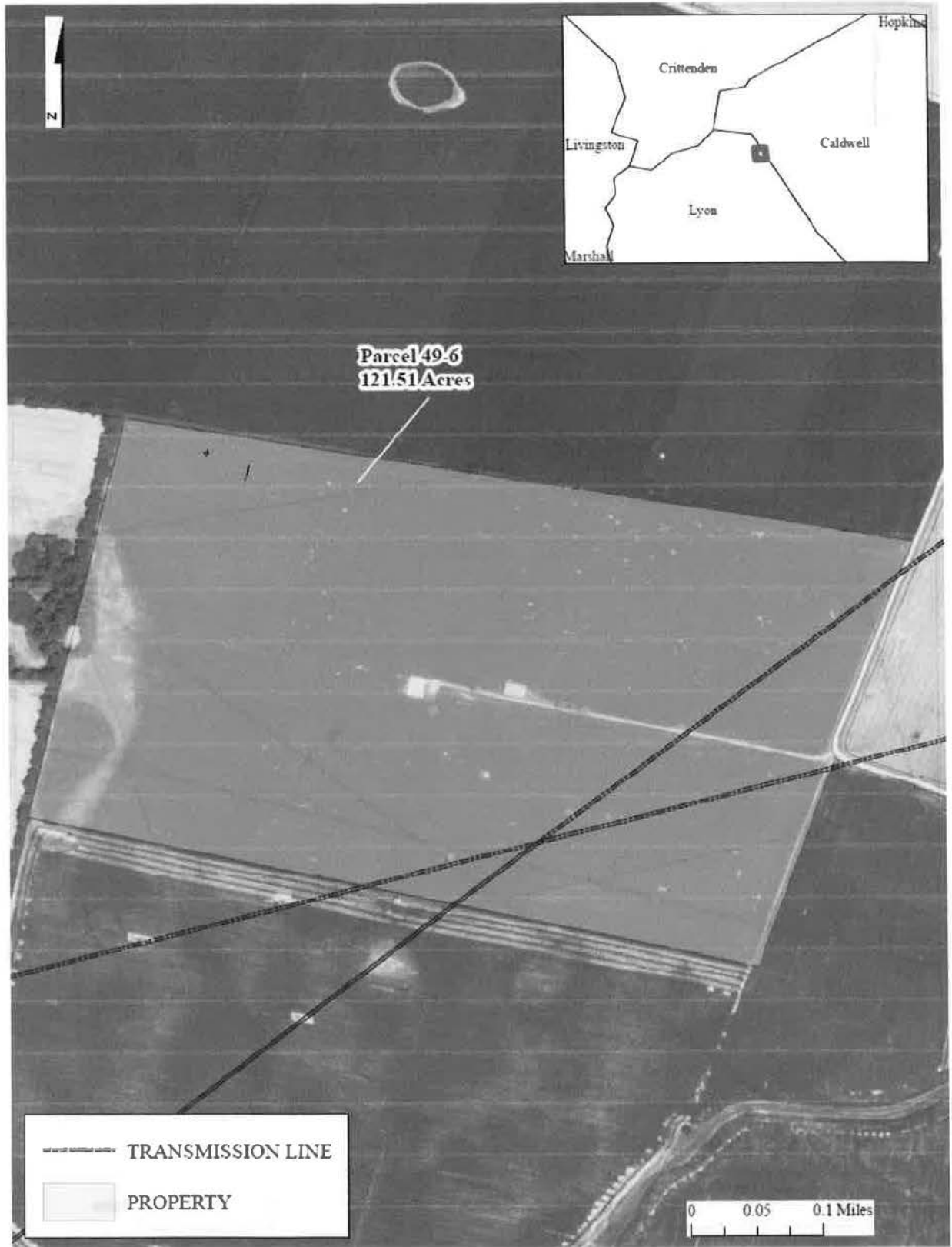
Two (2) certain tracts of land lying and being in Lyon County, Kentucky, on the waters of Skinframe Creek, bounded and described as follows:

FIRST TRACT: Beginning at a stone, corner to Mrs. C. M. Shelby; running thence N.  $89\frac{1}{2}$  W.  $120\frac{1}{4}$  poles to a stone, corner to C. Rice; thence with his line N.  $\frac{1}{2}$  E. 106 poles to a stone near a grove of silver poplars; thence S.  $88\frac{1}{4}$  E. 139 poles to a stone in the center of the Eddyville and Fredonia road; thence with same S. 11 W. 105 poles to the beginning, containing by survey 85 acres, 1 rood and 23 poles.

SECOND TRACT: Beginning at a stone in C. Rice's line, corner to the C. M. Shelby tract; thence N.  $1\frac{1}{4}$  E. 100

poles to a stone in W. C. Rice's line; thence with said line N. 85 E.  $55-19/25$  poles to a stone; thence with said W. C. Rice's line S.  $\frac{1}{2}$  W. 106 poles to a stone; thence N.  $89\frac{1}{4}$  W.  $57-11/25$  poles to the beginning, containing  $36\frac{1}{2}$  acres.





**Solar Energy Lease and Easement Agreement**

This Solar Energy Lease and Easement Agreement (“**Agreement**”) is effective on the date identified in the Basic Terms Summary below as the Effective Date (“**Effective Date**”) between the person or entity identified in the Basic Terms Summary below as the Owner (“**Owner**”) and the entity identified in the Basic Terms Summary below as Tenant (“**Tenant**”). Owner and Tenant may be referred to individually as a “**Party**” and collectively as the “**Parties**”. The Basic Terms Summary below contains a brief summary of some of the provisions of this Agreement, and the provisions mentioned in the Basic Terms Summary are more specifically defined in other portions of this Agreement. Capitalized terms are specifically defined in this Agreement.

**Basic Terms Summary**

<b>Effective Date:</b>	September 6, 2018																
<b>Owner:</b>	Jessica L. Jacob and Stephanie M. Vidrine																
<b>Owner’s Address:</b>	Jessica L. Jacob: PO BOX 11204, Honolulu, HI 96828 Stephanie M. Vidrine: 138 Gold Springs Ct, Canton, GA 30114																
<b>Tenant:</b>	Ashwood Solar I, LLC, a Delaware limited liability company																
<b>Tenant’s Address:</b>	1105 Navasota Street Austin, Texas 78702																
<b>Property:</b>	Approximately 340.98 acres of land in Lyon County, State of Kentucky as legally described in or as depicted on <u>Exhibit A</u> attached to this Agreement.																
<b>Development Rent:</b>	<p>Tenant will pay Owner the Development Rent equal to the amounts shown in the tables below per year during each year of the Development Term, the Construction Term, and the Construction Extension Term. The manner of payment of such amount is more specifically described in Section 5 of this Agreement.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Year of Development Term</th> <th>Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td align="center">[REDACTED]</td> </tr> <tr> <td align="center">2</td> <td align="center">[REDACTED]</td> </tr> <tr> <td align="center">3</td> <td align="center">[REDACTED]</td> </tr> <tr> <td align="center">4</td> <td align="center">[REDACTED]</td> </tr> </tbody> </table> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Year of Construction</th> <th>Development Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr> <td align="center">Construction Term</td> <td align="center">[REDACTED]</td> </tr> <tr> <td align="center">Construction Extension Term</td> <td align="center">[REDACTED]</td> </tr> </tbody> </table>	Year of Development Term	Development Rent (per acre of the Property under lease)	1	[REDACTED]	2	[REDACTED]	3	[REDACTED]	4	[REDACTED]	Year of Construction	Development Rent (per acre of the Property under lease)	Construction Term	[REDACTED]	Construction Extension Term	[REDACTED]
Year of Development Term	Development Rent (per acre of the Property under lease)																
1	[REDACTED]																
2	[REDACTED]																
3	[REDACTED]																
4	[REDACTED]																
Year of Construction	Development Rent (per acre of the Property under lease)																
Construction Term	[REDACTED]																
Construction Extension Term	[REDACTED]																

<b>Production Rent</b>	<p>Tenant will pay Owner the Production Rent equal to the amounts shown in the tables below per year during each year of the Production Term, the First Extended Production Term and the Second Extended Production Term. The manner of payment of such amounts and the conditions under which such payments will be made are more specifically described in Section 5 of this Agreement.</p> <table border="1" data-bbox="581 415 1281 688"> <thead> <tr> <th>Year of Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> <tr><td>6-10</td><td></td></tr> <tr><td>11-15</td><td></td></tr> <tr><td>16-20</td><td></td></tr> <tr><td>21-25</td><td></td></tr> <tr><td>26-30</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 741 1281 863"> <thead> <tr> <th>Year of First Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table> <table border="1" data-bbox="581 915 1281 1037"> <thead> <tr> <th>Year of Second Extended Production Term</th> <th>Production Rent (per acre of the Property under lease)</th> </tr> </thead> <tbody> <tr><td>1-5</td><td></td></tr> </tbody> </table>	Year of Production Term	Production Rent (per acre of the Property under lease)	1-5		6-10		11-15		16-20		21-25		26-30		Year of First Extended Production Term	Production Rent (per acre of the Property under lease)	1-5		Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)	1-5	
Year of Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
6-10																							
11-15																							
16-20																							
21-25																							
26-30																							
Year of First Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
Year of Second Extended Production Term	Production Rent (per acre of the Property under lease)																						
1-5																							
<b>Development Term:</b>	The duration of the Development Term will be up to <b>four (4)</b> years following the Effective Date, as more specifically described in Section 4 of this Agreement. The payment for year 1 through year 4 of the Development Term will be paid as an up front, lump-sum payment amount of \$160/acre.																						
<b>Construction Term:</b>	The duration of the Construction Term, if it occurs, will be up to <b>twelve (12)</b> months following the Construction Commencement Date, as more specifically described in Section 4 of this Agreement.																						
<b>Construction Extension Term:</b>	The duration of the Construction Extension Term, if it occurs, will be up to <b>twelve (12)</b> months following the expiration of the Construction Term, as more specifically described in Section 4 of this Agreement.																						
<b>Production Term:</b>	The Production Term, if it occurs, will last up to <b>thirty (30)</b> years following the Production Date, as more specifically described in Section 4 of this Agreement.																						
<b>Extended Production Term:</b>	The duration of the First Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the Production Term, as more specifically described in Section 4 of this Agreement. The duration of the Second Extended Production Term, if it occurs, will be up to <b>five (5)</b> years following the expiration of the First Extended Production Term, as more specifically described in Section 4 of this Agreement.																						

Owner is the owner of the Property described in the Basic Terms Summary above and more fully described in Exhibit A, attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). Prior to the



Construction Commencement Date (defined below), if it occurs, Tenant, at its expense, will obtain and deliver to Owner a survey of the Property prepared by a Kentucky registered professional land surveyor (the "Survey"). Following completion of the Survey, Tenant shall deliver a copy thereof to Owner, at no cost, including the metes and bounds legal description of the Property, following which such metes and bounds legal description shall be used for the acreage and the legal description of the Property hereof. Upon receipt of a more specific legal description for the Property, Owner agrees to amend Exhibit A to this Agreement and Exhibit A of the memorandum of this Agreement to include such more particular legal description of the Property. Tenant wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Tenant finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "Project"). Tenant may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "Solar Energy Projects").

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement, including the Basic Terms Summary above.

**Section 1. Lease and Grant of Easements.** Owner leases to Tenant the Property, and grants (or shall grant, as herein provided) to Tenant the easements specified in this Agreement, upon and subject to the terms and conditions in this Agreement. Tenant shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner. Notwithstanding anything else in this Agreement to the contrary, Owner or Owner's farming lessee may plant row crops on the Property during the Development Term and Tenant will not interfere in an adverse manner with the planting or harvesting of row crops during the Development Term.

**Section 2. Purpose and Scope of Agreement.** This Agreement is for the uses set forth in the Agreement and Tenant has the exclusive right to use the Property for Solar Energy Purposes. "Solar Energy Purposes" means any and all uses associated with or related to converting solar energy into electrical energy, and collecting and transmitting that electrical energy, together with any and all activities related to such uses ("Project Activities"), including, without limitation: (a) determining the feasibility of solar energy conversion and other power generation on the Property, including conducting studies of solar activity, sunlight, available solar resources, solar irradiance, sunlight direction and other meteorological data, and conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, title examinations and surveys, and all other testing, studies or sampling that may be useful for developing, maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating any or all of the following: (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, racks, mounting equipment and all necessary ancillary improvements and equipment providing support or otherwise associated with such facilities, including without limitation all photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Tenant's commercially reasonable judgment should be used to capture and convert solar radiation to produce electricity (the "Solarpower Facilities"); (2) a line or lines of towers, with such wires and cables as from time to time are suspended above ground and/or underground wires and cables for transmitting electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms and other appliances and fixtures for use in connection with such towers, wires and cables, and also including without limitation electric transformers, energy storage facilities, and one or more substations or switching stations for electrical collection to increase the voltage, interconnect to a transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such facilities as may be necessary or appropriate to service the Project, regardless where located ("Transmission Facilities"); (3) other facilities consisting of an operations and maintenance building, equipment and storage yards for purposes of performing operations and maintenance services, together with the right to perform all other ancillary activities normally associated with such operations, dirt or gravel roads, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project on the Property or elsewhere ("Operational Facilities") (collectively, Solarpower Facilities, Transmission Facilities and Operational Facilities are referred to as "Project Facilities"); and (c) undertaking any other activities on the Property whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the above in this

Section 2 of this Agreement. The rights granted to Tenant in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Tenant shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities; (b) Operational Facilities; and (c) with all necessary easements for such Transmission Facilities and Operational Facilities;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's land including any adjoining land, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities.
- (v) an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down, or remove trees (whether natural or cultivated) on the Property (whether natural or cultivated), and remove brush, vegetation and fire and electrical hazards now or later existing on the Property that might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Tenant's operations, as determined by Tenant;
- (vi) an easement on Owner's adjacent land to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim trees (whether natural or cultivated), but not including the right to remove any trees on Owner's adjacent land;
- (vii) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy Projects, including, without limitation, guy wires and supports; and
- (viii) the easement and right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Tenant, its successors and assigns, as owner of such easements, and Owner expressly agrees that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights in this Agreement to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Tenant, and neither such easements nor this Agreement are or will be appurtenant to any other land or interest.

**Section 3. Uses Reserved by Owner.** Prior to the Construction Commencement Date, Owner or Owner's lessee may farm the Property, pasture animals on the Property, or use the Property in any other way that does not interfere with Tenant's rights under this Agreement. Owner acknowledges that, after the Construction Commencement Date, neither Owner nor any of any Owner's lessees (other than Tenant) will have any right to use

the Property until this Agreement terminates or expires; Owner and any of its other lessees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the preceding sentence, Owner acknowledges and agrees it shall not allow any other person to, use the Property, nor any adjacent property owned by Owner, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Tenant in this Agreement throughout the term of this Agreement). This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

**Section 4. Term of Agreement.** The term of this Agreement and the rights and easements contained in this Agreement are as follows:

4.1 Development Term. This Agreement is for an initial term commencing on the Effective Date and continuing until the earlier of the following to occur: (a) **four (4)** years after the Effective Date or (b) the Construction Commencement Date (defined below) ("**Development Term**"). During the Development Term, Tenant has the right to study the feasibility of solar energy conversion on the Property, to conduct environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, and meteorological studies, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement (collectively, "**Development Term Activities**").

4.2 Construction Term. Not less than eight (8) weeks prior to Tenant's good faith estimate as to the date in which it intends to commence construction on the Project, Tenant shall deliver written notice to Owner containing Tenant's good faith estimate as to the timing of commencement of construction. "**Construction Commencement Date**" means the earlier of (1) the day that Tenant specifies, in a written notice to Owner, that Tenant will begin construction of the Project, regardless of when actual construction occurs on the Property, or (2) the day that Tenant begins installation of actual solar panels or mounting equipment for solar panels on the Property, or (3) the day that Tenant begins loading construction materials or construction equipment onto the Property or access road construction on the Property. For the avoidance of doubt, any of the Development Term Activities defined above, without limitation, do not cause the Construction Commencement Date to occur. If the Construction Commencement Date occurs at any time during the Development Term, then the term of this Agreement automatically (and without the need for any additional action, consent, or documentation) extends to the date that is **twelve (12) months** after the Construction Commencement Date (the "**Construction Term**"). During the Construction Term, Tenant has the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement. If the Production Date does not occur during the Construction Term and this Agreement has not been terminated prior to such date, then the Construction Term is automatically extended for an additional **twelve (12) months** ("**Construction Extension Term**") after the expiration of the Construction Term.

4.3 Production Term; Extended Production Term. "**Production Date**" means the earlier of (1) the day that Tenant begins selling electricity other than Test Energy from Solarpower Facilities that are part of the Project, (2) the day that is **twelve (12) months** after commencement of the Construction Extension Term or (3) the day that Tenant specifies, in a written notice to Owner, that although Tenant has not begun selling electricity from Solarpower Facilities that are part of the Project, Tenant wishes to commence the Production Term. If prior to the end of the Construction Term or the Construction Extension Term, the Production Date occurs, then the term of this Agreement is automatically (and without the need for any additional action, consent or documentation) extended to the date that is **thirty (30) years** after the Production Date (the "**Production Term**"). Tenant may notify Owner of the Production Date and Owner shall acknowledge such date in writing within [REDACTED] after delivery of Tenant's written request. The term "**Production Year**" means the period from the Production Date through the last day of the twelfth (12<sup>th</sup>) full month thereafter (which shall be deemed the first Production Year, and which may contain more than 365 days), and each subsequent year during the Production Term. Sales of Test Energy from the Project do not result in the occurrence of the Production Date. "**Test Energy**" means energy produced by any Solarpower Facilities that are part of the Project for the purpose of testing the initial performance of the Solarpower Facilities or other Project Facilities. On or before the expiration of the Production Term, Tenant may elect to extend the Lease Term up to an additional **five (5) years** ("**First Extended Production Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Production Term, Tenant may elect to extend the Lease

Term up to an additional **five (5) years** ("**Second Extended Production Term**") by notifying Owner in writing of such election. The First Extended Production Term and the Second Extended Production Term may be collectively referred to in this Agreement as the "**Extended Production Term**."

4.4 **Lease Term.** The Development Term, the Construction Term, the Construction Extension Term, the Production Term and the Extended Production Term, together, constitute the "**Lease Term**" of this Agreement.

**Section 5. Development Rent and Production Rent.** Tenant shall pay Owner the following amounts:

5.1 **Development Rent.** Amounts paid during the Development Term, during the Construction Term, and during any Construction Extension Term, together, are referred to as the "**Development Rent**". Within [REDACTED] after the Effective Date, Tenant shall pay or tender to Owner the amounts shown in the Basic Terms Summary for Development Rent for the four years of the Development Term. Within [REDACTED] days after the Construction Commencement Date, if it occurs, Tenant shall pay or tender to Owner the Development Rent for the Construction Term, after giving pro rata credit for any Development Rent already paid covering a time period after the Construction Commencement Date, which shall be calculated by multiplying the "per acre" amount shown in the Basic Terms Summary for Development Rent for the Construction Term by the greater of the following: (a) the total number of acres of the Property under lease, or (b) the Acreage in Production Minimum (defined below). If the Construction Extension Term occurs, Tenant shall pay or tender within [REDACTED] days after the first anniversary of the Construction Commencement Date, the Development Rent for the Construction Extension Term, which shall be calculated by multiplying the "per acre" amount shown in the Basic Terms Summary for Development Rent for the Construction Extension Term by the greater of the following: (a) the total number of acres of the Property under lease, or (b) the Acreage in Production Minimum. Tenant has no obligation to make any additional payments of Development Rent after the occurrence of the Production Date or after the termination or expiration of this Agreement.

5.2 **Production Rent.** Amounts paid during the Production Term, if it occurs, and during the Extended Production Term, if it occurs, together, are referred to as the "**Production Rent**."

5.2.1 Tenant will pay to Owner for each Production Year, an annual amount equal to the Production Rent, which shall be calculated by multiplying the "per acre" amount shown for that Production Year in the applicable table in the Basic Terms Summary by the greater of the following: (a) the total number of acres of the Property under lease, or (b) the Acreage in Production Minimum. [REDACTED]

or operation of any Project Facilities is prevented by a road constructed or to be constructed by a state or local authority after the Effective Date. Within [REDACTED] days after the Production Date, Tenant shall pay or tender to Owner the amount specified in the Basic Terms Summary as Production Rent for the first Production Year, after giving pro rata credit for any Development Rent already paid covering a time period after the Production Date. Thereafter, within [REDACTED] days of each January 1 during the Production Term (and during the Extended Production Term, if applicable), Tenant shall pay or tender to Owner the Production Rent owed for that calendar year, after giving pro rata credit for any Production Rent already paid covering a portion of that calendar year.

5.2.2 Upon any termination or expiration of this Agreement that occurs during the Construction Term, the Construction Extension Term, or the Production Term, then Tenant shall pay to Owner, within forty-five days after such termination or expiration, an amount equal to one fourth of the annual Production Rent, as specified in the Basic Terms and Conditions, after deducting a pro rata amount of any Production Rent already paid Owner for a Production Year that includes a portion of the three-month period following such termination or expiration. Thereafter, until completion of the restoration activities required by Section 13.4, Tenant shall continue to pay to Owner, within forty-five days of each three-month anniversary of such termination or expiration, an amount equal to one fourth of the annual Production Rent, as specified in the Basic Terms and Conditions, after deducting a pro rata amount for any Production Rent already paid Owner for a Production Year that includes the applicable three-month period. Upon completion of the restoration activities required by Section 13.4, then Tenant shall have no liability to make any payments under this Section 5.2.2 attributable to any period following the date of such completion. This Section 5.2.2 does not apply to any termination or expiration during the Development Term. Other than as set forth in this Section

5.2.2, Tenant shall have no obligation to make any payments of Development Rent or Production Rent after the termination or expiration of this Agreement.

5.3 **Payment Adjustments; Partial Ownership; Change in Property Ownership.** If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Rent and Production Rent, as the case may be, shall be reduced to the proportion that Owner's interest in the Property bears to the full surface estate in the Property, or any portion of the Property. At the same time that Owner executes this Agreement, each individual or entity that comprises Owner shall provide Tenant with a completed W-9 Form (or its equivalent), including without limitation the Owner's certified taxpayer identification number. No payments under this Agreement are due or payable to Owner until Tenant has received such W-9 Form (or its equivalent).

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Tenant or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Tenant or Assignee, as applicable, to Owner at the address(es) for Owner set forth in this Agreement or such other address(es) designated by not less than [REDACTED] written notice to Tenant and each such Assignee signed by all parties constituting Owner. [REDACTED] such payment may be by joint check or checks payable to the Owner parties known to Tenant. Owner is solely responsible for notifying Tenant and each Assignee in writing of any change in ownership of the Property or any portion of the Property. In accordance with Section 11.5 of this Agreement, Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Until such notice is received, Tenant has no duty to any successor to Owner, and Tenant is not in default under this Agreement by continuing to make all payments to the original Owner.

5.4 **Interest on Late Payments.** If Tenant fails to pay Owner any Development Rent or Production Rent owed by Tenant hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from its due date until the date such payment is made.

**Section 6. Ownership of Project Facilities.** Owner has no ownership, lien or other interest in any Project Facilities, and Tenant may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Tenant on the Property may be considered part of the Property or an improvement to real property; the Project Facilities at all times shall be considered tangible personal property owned exclusively by Tenant. Tenant will, at its sole cost and expense, maintain the Project Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Project Facilities, Tenant will remove any construction debris. Notwithstanding any provision in this Agreement to the contrary, Owner acknowledges that Tenant has no obligation to construct any Project Facilities on the Property. Owner acknowledges that any estimates made by Tenant of Solar Energy Projects that may be installed on the Property are for informational purposes only and that Owner is not relying on such estimates in executing this Agreement. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TENANT HAS NEITHER MADE NOR MAKES, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES ORALLY, IN ANY SUCH WRITTEN ESTIMATES OF PRODUCTION, IN THIS AGREEMENT OR OTHERWISE CONCERNING THE LIKELIHOOD THAT TENANT WILL INSTALL A SOLAR ENERGY PROJECT ON THE PROPERTY.

**Section 7. Taxes and Assessments.** Tenant shall pay when due all personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Tenant's use of the Property, Tenant's leasehold and easement interest under this Agreement, or Tenant's use or ownership of the Project Facilities installed on the Property, and all real property taxes on the Property after the Construction Commencement Date (collectively, "Tenant Taxes"). Owner shall pay when due any taxes attributable to (a) improvements or facilities installed by Owner or others (excluding Tenant and Tenant's Affiliates (defined below)) on the Property; (b) the underlying value of the Property; and (c) any and all other taxes and assessments pending or levied against the Property; provided, however, that Tenant shall pay all real property taxes on the Property after the Construction Commencement Date. Tenant will pay any roll-back penalties and taxes or conversion penalties and taxes resulting from Tenant's Project Facilities on the Property.

7.1 Reimbursement. If any Tenant Taxes are levied or assessed in the name of Owner, then promptly after Owner timely submits the real property tax bill to Tenant, Tenant shall reimburse Owner for all Tenant Taxes in the amount due without interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Tenant's part, then Tenant shall be responsible for such penalties and interest. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Tenant Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding such real property tax bill) to Tenant at least [REDACTED] before payment of the tax bill is due or within one week of receipt. Tenant shall also receive the [REDACTED] payment discount applicable to Tenant Taxes, provided that Tenant pays such taxes prior to the required date.

7.2 Tenant Utilities. To the extent necessary, Tenant will make installation and payment arrangements directly with the utility providers, including but not limited to water, electricity, and telecommunications providers.

7.3 Contest. Tenant's obligations under this Agreement are subject to Tenant's right to contest its obligations as provided in this Section 7 and Section 9 of this Agreement. Tenant has the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Tenant where appropriate or required), the validity or amount of any assessments or taxes for which Tenant is responsible under this Agreement. Owner shall in all respects cooperate with Tenant in any such contest.

## **Section 8. Indemnities**

8.1 Indemnity by Tenant. **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF TENANT OR TENANT'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY TENANT (ALL SUCH LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNERS LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. TENANT SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF TENANT'S PROJECT ACTIVITIES OR OTHERWISE AS A RESULT OF ANY EXERCISE BY TENANT OF ITS RIGHTS UNDER THIS AGREEMENT.**

"Affiliate" for purposes of this Agreement means any person or entity that directly or indirectly controls, or is under common control with, or is controlled by, Tenant or Owner (as applicable). As used in this definition, "control" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity that owns directly or indirectly [REDACTED] or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT'S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE "TENANT PARTIES" OR A "TENANT PARTY") FROM AND AGAINST LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY'S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY TENANT PARTY'S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY TENANT PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH TENANT PARTY FOR SUCH LOSSES.

8.3 Recognition of Dangers. OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE PROJECT FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE OWNER PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID ALL RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST TENANT PARTIES ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT TENANT ENGAGES IN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**Section 9. Tenant's Representations, Warranties and Covenants.** Tenant represents, warrants and covenants to Owner that:

9.1 Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest. Tenant shall reimburse Owner for its reasonable out-of-pocket expenses it may incur to provide such cooperation, including reasonable legal expenses. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Tenant, but Tenant shall protect Owner from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.2 Liens. Tenant shall use its commercial best efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within [REDACTED] days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Property pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.3 Hazardous Materials. Tenant shall not violate, and shall indemnify Owner against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water

contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Property. Tenant shall indemnify Owner for its reasonable legal expenses incurred in the event this Section 9.3 is violated by Tenant.

9.4 **Insurance.** Tenant shall obtain and keep in effect a broad form commercial general liability insurance policy (or its contemporary equivalent) with a limit of no less than Five Million Dollars (\$5,000,000), during the Production Term, and no less than Two Million Dollars (\$2,000,000), during the Development Term, of combined single limit liability coverage per occurrence, accident or incident, with a commercially reasonable deductible. Tenant shall cause the Owner to be named as an additional insured in such policy and shall deliver to Owner a certificate of insurance evidencing said policy, which certificate shall provide that (i) Owner shall be given notice of any modification, cancellation or termination of such insurance in accordance with the policy terms and (ii) the insurer waives all rights of subrogation against Owner in connection with any loss or damage covered by such policy. Tenant may satisfy its insurance obligations under this Section through an individual insurance policy or policies, blanket insurance policies or through a program of self-insurance.

9.5 **Fences and Security Measures.** Tenant has the right to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Accordingly, Tenant may construct fencing around part or all of the Property and take other security precautions that Tenant determines, in its sole discretion, will reduce such risks of damage, death or injury.

9.6 **Crop Damages.** If Tenant's construction of the Project, should it occur, precludes Owner or Owner's farming lessee from harvesting an agricultural crop on the Property that was planted prior to the Construction Commencement Date, then Tenant shall pay Owner the fair market value of the crop as established by the average of the multi-peril crop insurance historic yields for [REDACTED]. Additionally, if Tenant's activities during the Development Term damage an agricultural crop on the Property then Tenant shall pay Owner fair market value of the damaged crop as established by the average of the multi-peril crop insurance historic yields for the [REDACTED].

**Section 10. Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 **Owner's Authority.** Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights that are granted to Tenant under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 **No Interference.** Owner shall not, and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance or operation of the Solar Energy Projects; Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Solar Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the previous sentence, Owner shall not interfere with solar resources, solar irradiation, direction of light, or sunlight over the Property by engaging in any activity on the Property or elsewhere that could cause a decrease in the output or efficiency of the Project Facilities. Tenant has the right to remove any obstruction to the light on the Property that materially and adversely affects Tenant's operations. Owner shall avoid any activities that may cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities. This Agreement does not prohibit, and none of the rights granted to Tenant shall be interpreted as prohibiting, Owner from engaging in regular farming operations on any property that is adjoining the Property.

10.3 **Ownership and Mineral Estate.** Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B to this Agreement, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property regardless of how it is drilled, mined or produced ("**Mineral Estate**"), and has not leased any portion of such Mineral Estate. If Tenant determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall use its best efforts to obtain non-interference and waiver of surface



rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement to the contrary, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate.

10.4 Liens. Except as set forth on Exhibit B to this Agreement, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right purported to be granted without Tenant's consent is void.

10.5 No Third Party Rights. Except as set forth on Exhibit B to this Agreement, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest in the Property, or (b) any adjacent land in which Owner possesses an interest of any kind ("**Third Party Rights**") that could materially interfere with the development, construction, installation, maintenance or operation by Tenant of Solar Energy Projects or that allow any party other than Tenant to exploit the Solar Rights, develop a solar energy project or that could adversely affect Tenant's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph do not apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion of the Property that creates rights superior to those of Tenant, and Tenant determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Tenant's rights under this Agreement or the financing of the Project, Tenant is entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use its best efforts and diligence to assist Tenant in obtaining such a Subordination and Non-Disturbance Agreement at no out-of-pocket expense to Owner, including reimbursement of any reasonable legal expenses. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party is subject and subordinate to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement. A "**Subordination and Non-Disturbance Agreement**" means an agreement between Tenant and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Tenant's interest under this Agreement, (ii) agrees not to disturb Tenant's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following receipt of such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to protect the interests of Tenant or its lenders. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this paragraph shall be in a form reasonably acceptable to Tenant and Tenant's lenders or other financial parties, if any, and shall be in a form that is suitable for public recording.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. During the Lease Term, Owner shall not violate, and shall indemnify Tenant against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation that may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the prohibition in this paragraph constitutes a material breach of, and default under, this Agreement and Owner shall indemnify and hold harmless and defend Tenant from and against any claims, damages, penalties, liabilities or costs caused by or arising out of any such violation. In compliance with applicable law, Owner

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under, or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) that reasonably could be expected to have a material adverse effect on the ownership or use of the Property or any part of the Property or interest in the Property.

10.9 Consents. Owner shall cooperate with Tenant in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Tenant in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the "**Permits**"), including execution of applications for such approvals. Tenant shall reimburse Owner for any reasonable out-of-pocket expenses including reasonable legal fees incurred in providing such assistance and cooperation. Owner consents to and authorizes Tenant to sign and file Permits on Owner's behalf provided that Owner is provided a copy of the draft of any Permit and Owner does not give notice of an inaccuracy in the draft Permit within [REDACTED] ant has the right to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Tenant shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Tenant in obtaining such subdivision approval including without limitation by executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the "Property" under this Agreement; in such event, Tenant and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended memorandum in recordable form under state law describing the new Property, provided that the total Rent owed to Owner in the new Agreement shall not be reduced below the amount of Rent as calculated based upon the Acreage in Production Minimum set forth in Section 5.2.

10.11 Estoppel Certificates. Withi [REDACTED] er receipt from Tenant or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying that, to the best of Owner's knowledge, there are no uncured events of default by Tenant under this Agreement (or, if any uncured events of default exist, stating with particularity the nature of the event of default) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence against Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Agreement.

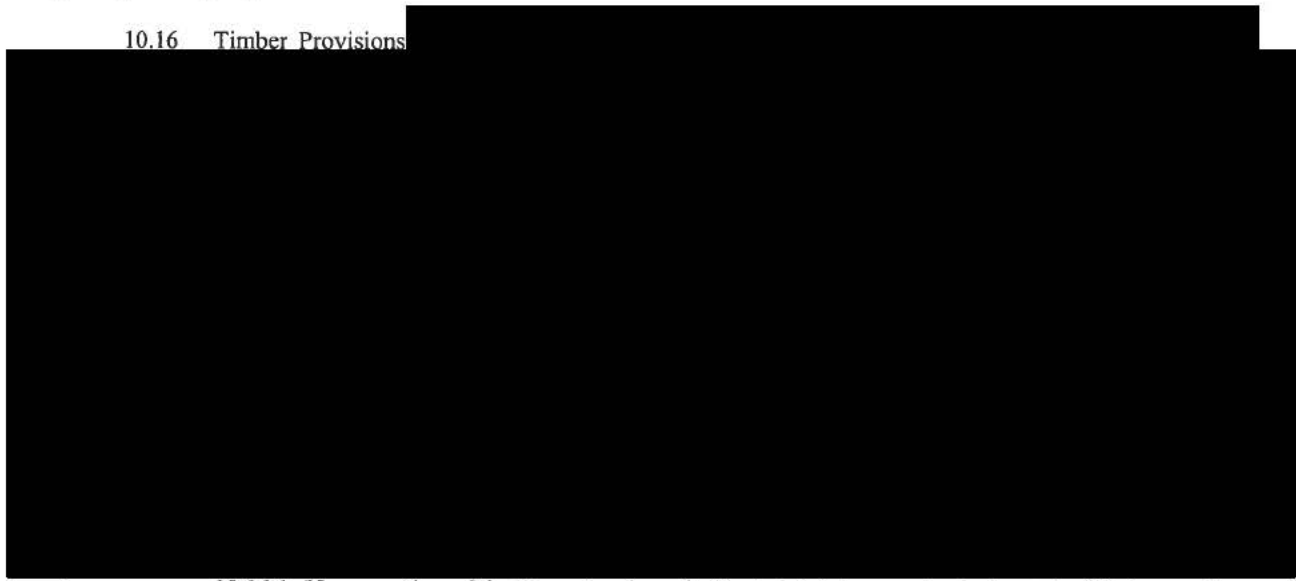
10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Tenant, all solar data, all information pertaining to the financial terms of or payments made or due under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and similar sensitive information, whether disclosed by Tenant, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or allow its use by others for their benefit or to the detriment of Tenant. Notwithstanding the prior portions of this paragraph, Owner may disclose such information to Owner's lenders, attorneys, accountants and other professional advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the recipient of the information of its confidentiality and obtains the written agreement of the recipient not to disclose the information to any other person or entity.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether applicable to the Property or Owner's adjacent property, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance or other land use regulation of the county in which the Property is located or in any governmental entitlement or permit issued to Tenant, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Owner waives any Setback Requirements that may apply to the installation of Project Facilities on the Property. If so requested by Tenant, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration, execute, and if appropriate cause to be acknowledged and publicly recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Tenant in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements set forth in this Agreement, Owner has been informed by Tenant and understands that the Project Facilities on the Property may result in some nuisance, and accepts such nuisance, and Owner waives any rights it may have to object to such nuisance.

10.14 Road Use. After the Construction Commencement Date, Tenant has the right to construct dirt or gravel roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any dirt or gravel roads, culverts, bridges and related improvements from time to time existing on the Property. Tenant has the right to remove fences, gates, cattle guards and any other improvements on structures on the Property that interfere with Tenant's operations. Tenant is not liable or responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed on the Property, or any nuisance caused by, any third person who is not a Tenant Party or is not otherwise acting on behalf of Tenant, including any Owner Party. If Tenant crosses or cuts a fence installed by Owner, Tenant shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate that meets commercially reasonable industry standards.

10.15 No CRP. Owner is not a party to a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 ("**CRP Contract**") or any similar conservation or preservation program regarding the Property.

10.16 Timber Provisions



10.17 Property Documents. Upon reasonable request by Tenant and at Tenant's expense, Owner shall deliver copies of documents related to the Property in Owner's possession or control to Tenant, including, without limitation, the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority that indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change that affects the Property. In addition, Tenant shall have the right to obtain, at Tenant's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

**Section 11. Assignment; Right to Encumber; Division of Lease.**

11.1 Assignment by Tenant. Owner consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Tenant's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent is required for any change in ownership of Tenant. Owner also consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. For avoidance of doubt, the lien or any mortgage or security interest shall attach only to Tenant's leasehold interest as set forth in this Agreement, and not to Owner's fee interest, in the Property. If any additional consent is needed or requested by Tenant, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this paragraph. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Tenant under this Agreement. Upon Tenant's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Agreement, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions that occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment.

11.2 Notice to Owner. If and after Tenant assigns or grants a Mortgage as contemplated by Section 11.1, Tenant or the Mortgagee will give notice of the assignment or grant (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that Tenant's failure to give such notice does not constitute a default under this Agreement but rather only has the effect of not binding Owner with respect to such Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Agreement releases Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time after Owner's delivery to such Assignee of written notice of default under this Agreement, to cure such default as is available to Tenant pursuant to this Agreement. If Tenant or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default by Tenant or Assignee under this Agreement shall be deemed remedied, as to Tenant's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Tenant or Assignee, as the case may be, cures its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Tenant or the Assignee, as the case may be, holds the partial interest.

11.4 Division into Separate Agreements. Tenant has the right to use the Property for two (2) or more separate solar energy projects or phases of development. If Tenant elects to use the Property for two (2) or more solar energy projects or phases of development, then Owner shall, within [REDACTED] after delivery of written request from Tenant, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Tenant new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new Agreements shall: (i) specify the portion(s) of the Property to be covered by the new Agreement (and the term "Property", as used therein, shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be required to ensure that Tenant's and Owner's respective combined obligations under such new Agreements do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Tenant and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts owed under this Agreement, provided that the total Rent owed to Owner in the new Agreements shall not be reduced below the amount of Rent as calculated based upon the Acreage in Production Minimum set forth in Section 5.2; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property.

11.5 Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement run with and against the Property and are a charge and burden on the Property for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Tenant in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part of the Property. Unless and until such notice is received, Tenant has no duty to any successor owner, and Tenant is not in default under this Agreement for continuing to make all payments solely to the original Owner. Owner shall not assign the rights to the receipt of payments under this Agreement except to a successor owner of the Property. Owner shall not sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor owner of the Property.

**Section 12. Mortgagee Protection.** For as long as its Mortgage (defined below) exists and until the lien created by such Mortgage has been extinguished, any Mortgagee (defined below) has the following protections upon delivery to Owner of notice of Mortgagee's name and address:

12.1 Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee has the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and use the Property or any portion of the Property and to perform all obligations required to be performed by Tenant or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and then assign or transfer the leasehold estate to a third party. Owner's consent is not required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Project Facilities, or Tenant or (b) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the leasehold estate by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities that is held by the Mortgagee.

12.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Owner shall give written notice of the alleged default to each Mortgagee concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the

alleged event of default; provided however that such Mortgagee has given Owner notice containing Mortgagee's name and current address. If Owner gives such a written notice of alleged default, the following provisions apply:

12.2.1 A "**Monetary Default**" means failure to pay when due any Development Rent, Production Rent or other monetary obligation of Tenant or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default**."

12.2.2 The Mortgagee has the same period after receipt of notice of default from Owner to remedy the default, or cause the same to be remedied, as is available to Tenant or Assignee, plus, in each instance, the following additional time periods: (i) [REDACTED] days after receipt of the notice of default for any Monetary Default; and (ii) [REDACTED] after receipt of the notice of default for any non-monetary default, provided that such period is extended by the amount of time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee has the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee. Owner shall not seek to terminate or terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 of this Agreement.

12.2.3 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during any period in which any foreclosure proceedings instituted by a Mortgagee is pending, the Mortgagee shall pay or cause to be paid the Development Rent, Production Rent and all other monetary obligations of Tenant or any Assignee under this Agreement that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement continues in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and then diligently process such cure to completion, and Owner's right to terminate this Agreement based upon such defaults is deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest is not required to cure those non-monetary defaults that are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults are deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.4 If and after any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure no longer owns the leasehold estate or possesses the Property, such party is no longer required to perform the obligations imposed on Tenant or an Assignee by this Agreement.

12.2.5 Neither the bankruptcy nor the insolvency of Tenant or any Assignee are grounds for Owner to terminate this Agreement as long as the Development Rent, Production Rent and all other monetary obligations of Tenant or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

12.2.6 Nothing in this Agreement may be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after a default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement continues in full force and effect.

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Tenant's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy

law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease and easement agreement for the Property, on the following terms and conditions:

12.3.1 The terms of the new Agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same Development Rent and Production Rent and subject to the same terms and conditions set forth in this Agreement. Such new Agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new Agreement shall be executed within [REDACTED] days after receipt by Owner of written notice of the Mortgagee's election to enter a new Agreement, provided said Mortgagee: (i) pays to Owner all Development Rent, Production Rent and other monetary obligations of Tenant or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new Agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the Production Rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of Tenant and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations that have not been performed by Tenant or any Assignee and would have accrued under this Agreement up to the date of commencement of the new Agreement, except those obligations that constitute Non-curable Defaults; (iv) reimburses Owner for its reasonable attorney fees incurred in advising Owner regarding the new Agreement. Any new Agreement granted the Mortgagee has the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new Agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee under the new Agreement.

12.3.4 If more than one Mortgagee makes a written request to Owner for a new Agreement pursuant to this Agreement, the new Agreement shall be delivered to the Mortgagee requesting such new Agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses, including attorney fees, incurred in determining which Mortgage is prior in lien.

12.4 Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, as long as an unpaid Mortgage exists, this Agreement shall not be modified or amended, and Owner shall not accept a surrender of the Property or any part of the Property or a cancellation or release of this Agreement from Tenant or Assignee prior to expiration of the Lease Term, without the prior written consent of the Mortgagee. This provision is for the express benefit of, and shall be enforceable by, such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee constitutes an agreement by the Mortgagee that such payment was, in fact, due under the terms of this Agreement. A Mortgagee who makes any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand is entitled to the return of such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest in this Agreement or the leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who owns the fee estate or any interest in the fee estate, and no such merger occurs unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee execute a written instrument effecting such merger and publicly record the written instrument.

12.7 Third Party Beneficiary. Each Mortgagee is an express third party beneficiary of this Section 12 of this Agreement, and has the right to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement has occurred and remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that proposes to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights under this Agreement; provided, however, that such amendment does not materially impair the rights of Owner under this Agreement, reduce the total Rent owed to Owner, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4 of this Agreement. Tenant shall reimburse Owner for its reasonable attorney fees incurred in advising Owner regarding such amendment. Within ten (10) days after deliver of written notice from Tenant or any existing or proposed Mortgagee, Owner shall execute and deliver to Tenant or the existing or proposed Mortgagee, as applicable, a certification that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee under this Agreement.

12.9 Further Amendments to Property Description. If Tenant determines that there are inaccuracies in or changes required to the legal description of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Owner shall amend the legal description of the Property contained in Exhibit A of this Agreement and in Exhibit A of the memorandum of this Agreement to reflect the legal description of the Property contained in a title commitment, other title report or survey obtained by Tenant for the Property.

**Section 13. Termination.**

13.1 Tenant's Right to Terminate

13.2 Owner's Right to Terminate

13.3 Effect of Termination. Upon termination of this Agreement, whether as to part or all of the Property, Tenant shall execute and record a release or quitclaim deed to Owner of all of Tenant's right, title and interest in and to the Property, or to that part of the Property as to which this Agreement has been terminated; and shall surrender the Property or such part of the Property back to Owner.

13.4 Restoration. Within [REDACTED] months after any surrender, termination or expiration of this Agreement, Tenant shall decommission the Project Facilities, which shall include the restoration of the surface (and subsurface to five feet below-grade) of the Property to a condition and contour substantively similar to that existing



on the Property as of the Effective Date and the removal of all of above-grade and below-grade Project Facilities located on the Property, regardless of whether the Project Facilities were installed by Tenant or another party, to not less than [REDACTED] below-grade, and the burial of all foundations below-grade, with topsoil and reseed areas where the foundations were located with grasses and/or natural vegetation (the "**Restoration Requirements**"). Tenant has no obligation to remove any cables, lines, or conduit that is buried five feet or more below-grade. Any access roads constructed by Tenant will be removed from the Property unless Owner specifically requests their retention in writing within [REDACTED] days after the surrender, termination or expiration of this Agreement. Tenant has no obligation to restore any pre-existing borrow pits or quarries. At the completion of the Restoration Requirements, Tenant, at its expense, will obtain and deliver to Owner a survey of the Property prepared by a Kentucky registered professional land surveyor (the "**Restoration Survey**"). The Restoration Survey must include soil, water, conservation and environmental analysis documentation. Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement. If requested by Owner, Tenant shall also use reasonable efforts to request and obtain the combination and replatting of any parcels that were subdivided pursuant to Section 10.10 of this Agreement.

13.4.1 **Security for Removal.** Tenant shall maintain a bond, letter of credit or other security ("**Restoration Security**") securing payment of Tenant's costs related to the Restoration Requirements in accordance with requirements by applicable governmental authorities in connection with land use and permitting approvals for the Solarpower Facilities. If the applicable governmental authorities do not require Restoration Security, then on the date that is five (5) years after Construction Commencement Date (the "**Bonding Date**"), Tenant shall obtain, and maintain in effect for Landowner's benefit throughout the remainder of the Term, Restoration Security in an amount equal to the (1) the estimated costs of Restoration Requirements in accordance with Section 6.6 minus (2) the salvage value of the Solarpower Facilities. In the event the salvage value of the Solarpower Facilities exceeds the estimated costs of Restoration Requirements no Restoration Security shall be required. The amount of such Restoration Requirements costs and salvage value shall initially be as estimated by a reputable, independent contractor selected by Tenant. In the first through twenty-fifth years after the Bonding Date, the amount of Restoration Security may be reviewed at Owner's request annually, the cost of such review to be shared 50-50 by Owner and Tenant. Beginning with the twenty-sixth year after the Bonding Date, the amount of Restoration Security shall be reviewed annually, the cost of such review to be shared 50-50 by Owner and Tenant. The revised estimates will be obtained from a reputable, independent contractor selected by Tenant.

13.5 **Release.** In addition to the rights granted in Section 13.1 of this Agreement, Tenant, in its sole discretion, has the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. For the avoidance of doubt, the Appendix A Description of Property will be updated to reflect the Property under lease if Tenant releases any part of the Property to Owner. Owner agrees that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 of this Agreement, except that the Acreage in Production Minimum as defined in Section 5.2 shall not be reduced in the event of such a release. For the avoidance of doubt, the location of the Project shall not preclude Owner's sole means of access to any portion of the Property for which Tenant has released pursuant to this Section 13.5. Owner has no right to seek damages or claims against Tenant for release of Property pursuant to this paragraph.

**Section 14. Easements.**

14.1 Grant of Access Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term or the period addressed by Section 13.4 of this Agreement, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property or on any other lands (each, an “**Access Easement**”). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant, during the Lease Term, Owner shall grant to Tenant, or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a “**Transmission Easement**”). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate, or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a “**Facility Easement**”). Among other things, such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes existing on the Property or by such route or routes as Tenant, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5 of this Agreement and upon the request of Tenant during the Lease Term, Owner shall grant to Tenant or any Affiliate or any other entity designated by Tenant or any Affiliate that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated in such Easement:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term.

14.5.2 Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement has the right, without the need for Owner’s consent, and Owner grants consent to Tenant, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Grant to Utility. Tenant, in its sole discretion and without the need for consent by Owner, has the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to any lease, easement or other agreement used or proposed by the utility. If requested by such utility or Tenant, Owner shall, for no additional consideration and within [REDACTED] days after delivery of such request, grant such easement, or enter into such other agreement, directly to or with such utility, subject to the requirements of Section 13.4 of this Agreement. Tenant and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for any substation.

## **Section 15. Additional Easements and Stand-Alone Easements**

15.1 Additional Easements. If Tenant wishes to obtain from Owner one or more easements under any real property that is owned or controlled by Owner and adjacent to the Property (each, an “**Additional Easement**”), in connection with, for the benefit of and for purposes incidental to the Project, including the right to install and maintain on such other real property (i) underground transmission lines and facilities, which carry electrical energy to and/or from the Project, and/or (ii) underground communications lines and facilities, which carry communications to and/or from the Project, then upon request Owner shall grant to Tenant such an easement in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Owner a reasonable fee agreed to in advance by Owner for such easement in addition to all other amounts payable by Tenant to Owner hereunder and further provided that said adjacent property is not subject to other ground leases or contracts of record existing on the Effective Date which would prohibit or adversely affect Tenant’s ability to use such Additional Easement (collectively, “**Existing Contracts**”):

15.2 Stand-Alone Easements. Owner acknowledges that commercial operation of the Project may require, from time to time during the Project’s existence, additional easements in favor of certain third parties on the Property and on the real property that is owned by Owner and adjacent to the Property. Accordingly, if the transmission system owner or operator to whose transmission lines the Project interconnects, the phone or other communications provider for the Project, or the person or entity to whom electricity and/or renewable energy credits from the Project are to be sold, determines that one or more separate, stand-alone easements (each, a “**Stand-Alone Easement**”) on, over, across, along and/or above the Property or other real property that is owned by Owner and adjacent to the Property (if said adjacent property is available and not subject to Existing Contracts), including the right to install and maintain on the Property (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the Project, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the Project, and/or (iii) metering equipment, substations, switching stations, solar energy measurement equipment and control, maintenance and administration buildings that benefit the Project, is reasonably required for the efficient and/or safe operation of the Project, then upon request Owner shall grant to such third party such an easement in such location or locations as such party may reasonably request, provided that such party shall agree to pay to Owner a reasonable fee agreed to by Owner in advance for such easement in addition to all other amounts payable by Tenant to Owner hereunder.

15.3 Nature of Additional Easements and Stand-Alone Easements. Each Additional Easement and Stand-Alone Easement (i) shall be in the nature of and similar to the Easements granted to Tenant under Section 14 and shall be in a recordable form and in a form reasonably acceptable to Tenant and Owner, such Affiliate or the grantee of such easement as applicable (which form shall at a minimum include lender protection provisions comparable to those included herein), (ii) shall be an easement in gross in favor of Tenant or such other holder of such easement, and (iii) shall, upon the granting thereof, be included within the meaning of the term “Easement”, except where otherwise stated or where the context otherwise requires. Each Additional Easement and Stand-Alone Easement shall run with the land and shall inure to the benefit of and be binding upon Owner and the holder of such Additional Easement or Stand-Alone Easement, as the case may be, and their respective successors and assigns, and all Persons claiming under them.

## **Section 16. Miscellaneous Provisions**

16.1 Memorandum. The Parties shall execute in recordable form and Tenant then shall publicly record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of any Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

16.2 Notices. All notices, requests or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, Tenant or an Assignee, or in lieu of such personal service, [REDACTED] s after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed to the Parties at their addresses provided in the Basic Terms Summary. A Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

16.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent document signed by the Parties is null and void. This Agreement may be modified or amended only by a document signed by the Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, is binding on either Party.

16.4 Legal Matters. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Kentucky. The sole venue for any dispute arising out of or in connection with this Agreement is the county in which the Property is located. If the Parties are unable to amicably resolve any dispute arising out of or in connection with this Agreement, such dispute shall be resolved in the state courts located in the county in which the Property is located. No rule of construction purporting to resolve ambiguities in favor of either Party applies in the interpretation of this Agreement, and the Parties waive any argument to the contrary. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought by that Party is entitled to payment of its reasonable attorneys' fees incurred in connection with the lawsuit.

16.5 Partial Invalidity. If any provision of this Agreement is held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the other provisions of this Agreement remain in full force and effect and are unimpaired by such holding. Notwithstanding any other provision of this Agreement to the contrary, the Lease Term of this Agreement and any Easement is no longer than the longest period permitted by applicable law.

16.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative, renewable or clean energy expenditure established by any local, state or federal government, then, at Tenant's option, the Parties shall use reasonable efforts to amend this Agreement or replace it with a different instrument that (i) does not materially impair the rights of Owner under this Agreement; and (ii) converts Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement entitles Tenant to a fee interest in the Property, diminishes Tenant's payment obligations under this Agreement or extends the Lease Term of this Agreement.

16.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which is deemed an original, and all of which together constitute a single instrument.

16.8 Cooperation. Owner shall cooperate with Tenant, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Tenant's or any permitted successor's, assign's or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's Project Facilities, access rights, and/or Transmission Facilities. Upon request, Owner shall promptly, and without demanding additional consideration, execute, and, if appropriate, cause to be acknowledged and publicly recorded, any map, application, document or instrument that is reasonably requested by Tenant, its permitted successor, assign or Affiliate. Without limiting the generality of the prior portion of this paragraph, Owner shall (a) if requested by Tenant or its permitted successor, assign or Affiliate, support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Tenant or its permitted successor, assign or Affiliate, and (b) not oppose, in any way, whether directly or indirectly, any such

valid, accurate application or approval at any administrative, judicial or legislative level. Tenant shall indemnify and hold Owner harmless with respect to any such application. If Owner incurs reasonable costs in connection with a Tenant request for cooperation pursuant to this Section 16.8, Tenant will reimburse Owner for such costs, to be paid by Tenant within forty-five (45) days of receipt of reasonable documentation of such costs from Owner.

16.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted as making the Parties partners or participants in a joint venture, or as creating any partnership, joint venture, association or other relationship between the Parties other than that of landlord and tenant; and the Parties shall not make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Tenant or the subject matter of this Agreement.

16.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a “**Taking**”), Owner shall provide Tenant with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not without the written consent of Tenant settle with the Taking authority or agree to compensation for such Taking. This Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Tenant desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation (“**Award**”) payable as a consequence of such Taking shall be paid as follows:

16.10.1 Owner shall first receive the value of Owner’s fee interest in the Property, valued as if no Project Facilities existed on the Property;

16.10.2 Tenant next shall receive: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Tenant’s business and the other costs and expenses incurred by Tenant as consequence of the Taking; and (C) the remaining present value of Tenant’s interest in the Property (determined at the time of the Taking), including the value of Tenant’s interests under this Agreement;

16.10.3 Owner next shall receive, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Tenant under this Agreement; and

16.10.4 Owner next shall receive any remainder of the Award.

16.11 Captions. The captions used in this Agreement are for convenience only and have no effect on the meaning of the provisions of this Agreement.

16.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner are joint and several obligations of the individuals or entities comprising Owner.

16.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by an event of “**Force Majeure**” (defined below), the affected Party, upon giving notice to the other Party, is excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided however* nothing in this paragraph relieves Tenant of its obligations to pay Development Rent, Production Rent or other monetary obligations payable to Owner pursuant to this Agreement. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall resume performance under this Agreement whenever such causes are removed. “**Force Majeure**” means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or

condition beyond the reasonable control of a Party. A “**Regulatory Suspension**” means the application of any local, state or federal law, order, rule or regulation that results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

16.14 Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and each other person or entity having any interest therein during their ownership thereof, and their respective tenants, heirs, executors, administrators, successors and assigns.

16.15 Vegetative Screen. Tenant shall install and thereafter maintain landscaping and/or other appropriate methods of vegetative screenage along any boundaries of the Property that are adjacent to New Bethel Church Road or either side of Highway 641, in order to help minimize the view of Project Facilities from residential property and highways.

16.16 Release of Dower. Jeffrey K. Eliassen, spouse of Jessica L. Jacob, and Steven Vidrine, spouse of Stephanie M. Vidrine, join in the execution of this Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof.

16.17. Formation of LLC. It is agreed and understood that following the execution of this Agreement, Owner plans to form a limited liability or two limited liability companies (the “**Owner LLC**” or “**Owner LLCs**”), to convey the Property to the Owner LLC or Owner LLCs, and to assign Owner’s rights and responsibilities under this Agreement to the Owner LLC or Owner LLCs. Tenant shall pay to Owner an amount up to, but not exceeding, Three Thousand and 00/100 Dollars (\$3,000.00) towards Owner’s reasonably documented attorneys’ fees incurred in connection with the formation of the Owner LLC or Owner LLCs, to be paid by Tenant to Owner within forty-five (45) days of Tenant’s receipt of documentation of such attorneys’ fees.

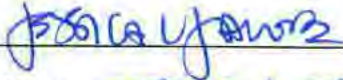
16.18. Tree Trimming on Owner’s Adjacent Land. In the event that Tenant’s tree-trimming activities cause the death of any tree on Owner’s adjacent land, Tenant shall be responsible for (i) notifying Owner, (ii) removing the dead tree and, if so requested by Owner, (iii) planting a replacement tree in the same location.

[signatures appear on following page]

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER**  
Jessica L. Jacob


**OWNER**  
Stephanie M. Vidrine

By:   
PRINT NAME: JESSICA L. JACOB

By: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

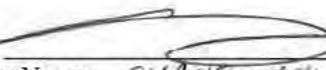
**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
Jeffrey K. Eliassen

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
Steven Vidrine

By:   
PRINT NAME: Jeffrey K Eliassen

By: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

**TENANT:**  
Ashwood Solar I, LLC

By:   
PRINT NAME: CYRUS TASHAKKORI  
PRINT TITLE: President

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**OWNER**  
**Jessica L. Jacob**

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**OWNER**  
**Stephanie M. Vidrine**

By: 

PRINT NAME: Stephanie M. Vidrine

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**Jeffrey K. Eliassen**

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**Steven Vidrine**

By: 

PRINT NAME: Steven M. Vidrine

**TENANT:**  
**Ashwood Solar I, LLC**

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_



## EXHIBIT A

### Depiction of Property

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 346, said instrument recorded on October 31, 2002, consisting of 340.98 acres, more or less, also known as Parcel ID 38-20:

**Source of title.** Being a part of the same property conveyed to William Clayborne Rice (a/k/a W. C. Rice) by W. J. Stone, et ux, by Deed dated December 1, 1893, and appearing of record in Deed Book L, Page 546, records of the Lyon County Clerk's Office. W. C. Rice died in 1902, and pursuant to the Last Will and Testament of W. C. Rice dated March 25, 1902, said property was devised to his daughter, Ruby Catherine Rice (a/k/a Ruby Catherine Rice Brockmeyer, Ruby Catherine Brockmeyer, Ruby C. Brockmeyer, and Ruby R. Brockmeyer). See Will of W. C. Rice recorded in Will Book C, Page 115, records of the Caldwell County Clerk's Office.

Ruby Catherine Brockmeyer died testate on May 11, 1955, and she devised all of her interest in the real estate to her son, Charles H. Brockmeyer, Jr. See Will of Ruby R. Brockmeyer, of record in Will Book E, Page 432, records of the Caldwell County Clerk's Office.

Charles H. Brockmeyer, Jr. died testate on May 22, 1960, and he devised all of his interest in the property to his wife, Dorothy Lee Brockmeyer (a/k/a Dorothy Lee Quertermous). See the Will of Charles H. Brockmeyer, Jr. dated November 13, 1953, of record in Will Book F, Page 130, records of the Caldwell County Clerk's Office.

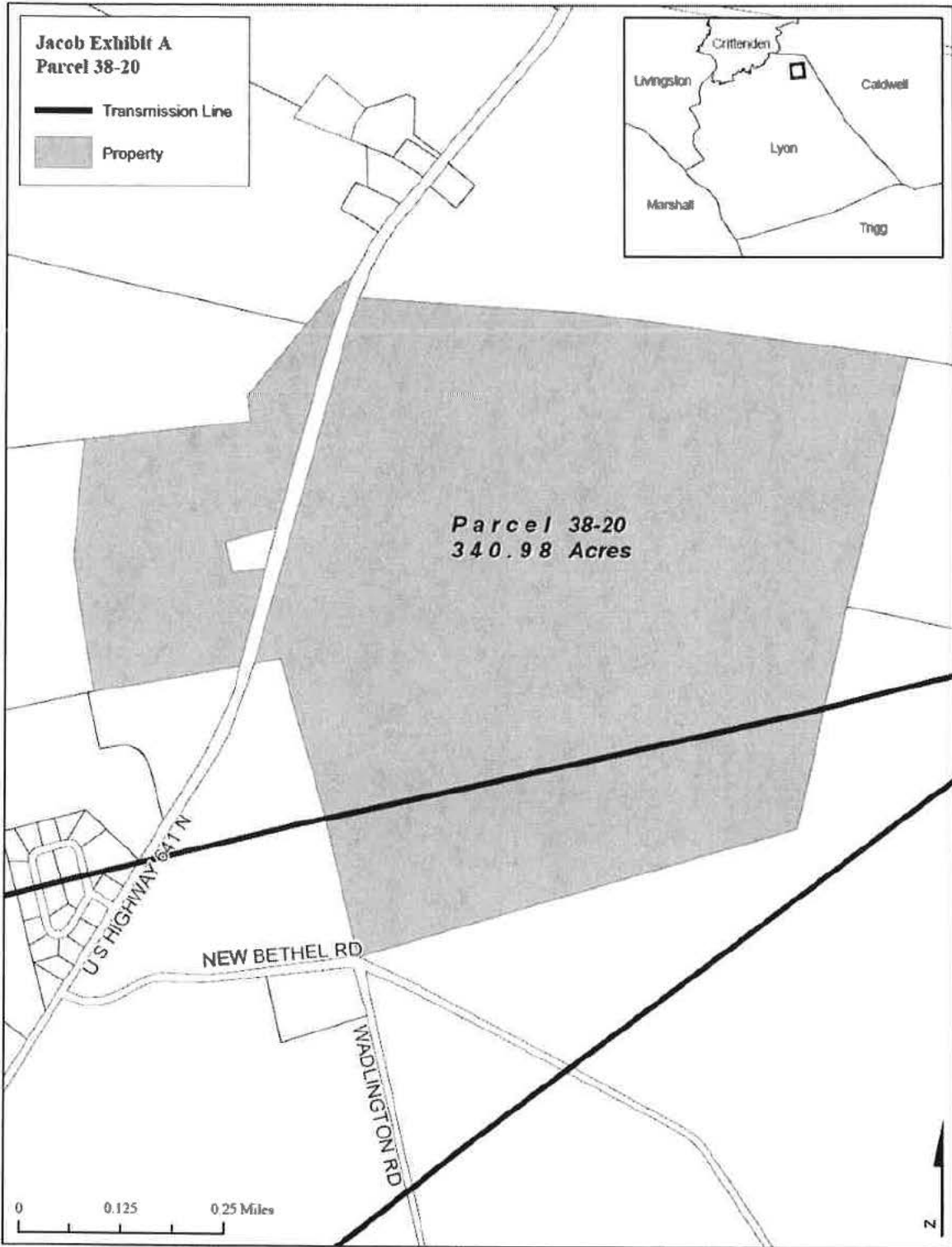
Dorothy Lee Quertermous died testate on January 29, 1981 and devised all of her interest in the property to her husband, James F. Quertermous for life, with remainder to her grandchildren, Jessica Lee Jacob and Stephanie Jacob Vidrine, after the lifetime of James F. Quertermous. See the Last Will and Testament of Dorothy Lee Quertermous dated December 31, 1964, and the First Codicil to the Last Will and Testament of Dorothy Lee Quertermous dated August 15, 1978, of record in Will Book 3, Page 60, records of the Lyon County Clerk's Office.

James F. Quertermous died on January 4, 2002, a resident of Lyon County, Kentucky, and ownership for the real property vested in Jessica Lee Jacob and Stephanie Jacob Vidrine.

A metes and bounds description from the December 1, 1893 deed referenced above, recorded in Deed Book L at Page 546 is reproduced below:

A certain tract of land lying on waters of Skiffers Creek in  
County aforesaid and bounded thus, Namely. Beginning  
at a Stone buried in the ground in the middle of the road  
at the end of a lane at the North East Corner of  
New Bethel Church lot, running thence North by East  
180 poles to a Stone in N. Rice line. thence N 7 1/2 E 157  
poles to a Stone, thence S 82 N 55 1/2 poles to a Stone  
thence S 20 1/4 N 8 1/2 poles to a Stone, thence S 17 1/2 E 9 poles  
and 18 links to a Stone, thence S 75 N 6 1/2 poles and 7  
links to a Stone in Barnes line. thence S 4 1/4 E 50 poles  
to a Stone, thence S 30 E 77 poles to a Stone in N. Stone  
line. thence N 6 1/2 E 90 poles to a Stone, thence S 28 1/2 E 52  
poles to a Stone, thence S 27 E 70 poles to the  
beginning. Containing 330 acres or about  
that amount, be the same more or less.

Total Acres: 340.98 acres, more or less, as depicted in the image on the following page:



**EXHIBIT B**

**Liens and Third Party Rights**

None.

**EXHIBIT C**

**Memorandum of Solar Energy Lease and Easement Agreement**

**[full document begins on following page]**

---

**MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT**

THE STATE OF KENTUCKY                            §    KNOW ALL PERSONS BY THESE PRESENTS:  
   §  
COUNTY OF LYON                                    §

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of September 6, 2018 (the "Effective Date"), between Jessica L. Jacob, a married person as to her separate property with a mailing address of PO BOX 11204, Honolulu, HI 96828, and Stephanie M. Vidrine, a married person as to her separate property with a mailing address of 138 Gold Springs Ct, Canton, GA 30114, with their respective spouses joining for the sole purpose of disclaiming their interest in the Agreement and the Property (collectively "Owner"), and Ashwood Solar I, LLC, a Delaware limited liability company with a mailing address of 1105 Navasota Street, Austin, Texas 78702 ("Tenant"), with regards to the following:

1.     Solar Agreement. Owner and Tenant entered into that certain Solar Energy Lease and Easement Agreement of the same date as this Memorandum (the "Agreement"), which affects the real property located in Lyon County, State of Kentucky, as more particularly described in Exhibit A attached to this Memorandum (the "Property"). Capitalized terms used, but not defined, in this Memorandum have the meaning given them in the Agreement.
  
2.     Grant of Rights. The Agreement grants Tenant an exclusive leasehold interest in the Property, and grants (or will grant) to Tenant the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (d) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (e) the right to subjacent and lateral support for the Project Facilities; and (f) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. The Agreement gives Tenant the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. The Agreement obligates Owner to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. Pursuant to Section 10.3 of the Agreement, Tenant shall further have the right to restrict the rights of parties acquiring subsequent rights in oil, gas and minerals, whether located at the surface or subsurface. The Agreement also provides that if Tenant desires to obtain additional easements on real property owned by Owner that is adjacent to the Property in conjunction with and for purposes incidental to Tenant's use of the Property, then upon request of Tenant, Owner shall grant the additional easements to Tenant (or to any third party designated by Tenant that has a contract with Tenant concerning the operations at the Property), provided that (x) Tenant (or, if applicable, the third party) shall pay Owner a reasonable fee agreed upon by the parties in advance and (y) Owner is not prohibited by any contracts now existing that would prohibit or adversely affect the ability to use the additional easements.

3. Term. The Agreement is for an initial Development Term of up to **four (4) years**, a subsequent Construction Term of up to **twelve (12) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Production Term of up to **thirty (30) years**, and two subsequent Extended Production Terms of up to **five (5) years** each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit issued, to Tenant, such sublessee or such Affiliate, regardless of when such permit is issued. Owner agrees not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Tenant. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Tenant has the right to the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. The Agreement provides that Owner shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part of the Property. Any such right granted without Tenant's consent is void ab initio. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party is subject and subordinate to (i) the Agreement and all of Tenant's rights, title and interests created under the Agreement, including any and all documents executed or to be executed by and between Tenant and Owner in connection with this Agreement, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are publicly recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights under the Agreement. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth in this Agreement.

9. No Ownership. Pursuant to the Agreement, Owner has no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived from the Project Facilities installed on the Property, and Tenant may remove any or all Project Facilities at any time.

10. Release of Dower. Jeffrey K. Eliassen, spouse of Jessica L. Jacob, and Steven Vidrine, spouse of Stephanie M. Vidrine, join in the execution of the Agreement solely (a) to release all rights of dower in the Property and (b) to agree to release all rights of dower in connection with any Additional Easement, Stand Alone Easement or other easement or right contemplated by the terms hereof.

11. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which when taken together constitute one and the same document.

IN WITNESS WHEREOF, the Owner and Tenant have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]



OWNER:  
Jessica L. Jacob

By: Jessica L. Jacob  
JESSICA L. JACOB

THE STATE OF Hawaii  
COUNTY OF Honolulu

§  
§  
§

This instrument was acknowledged before me on this 29 day of August, 2018 by Jessica L. Jacob  
a resident of the State of Hawaii.

[SEAL]



Cheryl Puulei

Notary Public State of Hawaii  
My commission expires: June 28, 2021



Doc. Date: undated # Pages: 5  
Notary Name: Cheryl Puulei First            Last             
Doc. Description: Memorandum of Understanding Agreement  
Cheryl Puulei August 29, 2018  
Notary Signature Date

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:**  
**Jeffrey K. Eliason**

By: [Signature]

PRINT NAME: Jeffrey K Eliason

THE STATE OF Hawaii  
COUNTY OF Honolulu

§  
§  
§

This instrument was acknowledged before me on this 29 day of August, 2018 by Jeffrey K Eliason  
a resident of the State of Hawaii.

[SEAL]

[Signature]  
Notary Public State of Hawaii  
My commission expires: June 28 2021



Doc. Date: Undated // Pages: 5  
Notary Name: Cheryl Pulei First ...  
Doc. Description: Memorandum of sale  
lease and purchase agreement  
Notary Signature: [Signature] Date: August 29 2018

OWNER:  
Stephanie M. Vidrine

By:

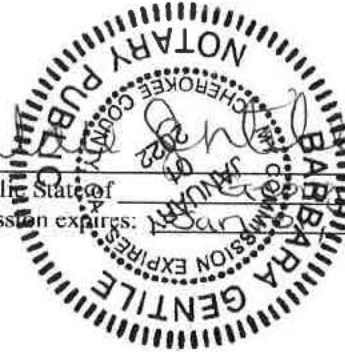
PRINT NAME: Stephanie M. Vidrine

THE STATE OF Georgia  
COUNTY OF Cherokee

§  
§  
§

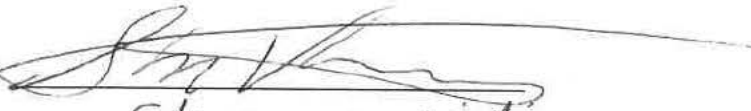
This instrument was acknowledged before me on this 29 day of August, 2018 by Barbara Gentile  
a resident of the State of Georgia.

[SEAL]



Notary Public, State of Georgia  
My commission expires: 2022

**SPOUSE OF OWNER, joining for sole purpose of disclaiming the spouse's interest in the Property and this Agreement:  
Steven Vidrine**

By: 

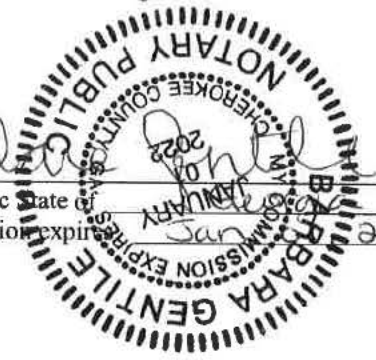
PRINT NAME: Steven M Vidrine

THE STATE OF Georgia  
COUNTY OF Cherokee

§  
§  
§

This instrument was acknowledged before me on this 29 day of August, 2018 by Barbara Gentile a resident of the State of Georgia.

[SEAL]

  
Notary Public State of \_\_\_\_\_  
My commission expires Jan 2022

TENANT:

ASHWOOD SOLAR I, LLC

By: [Signature]  
PRINT NAME: CYRUS TASHAKKORI  
PRINT TITLE: President

THE STATE OF TEXAS

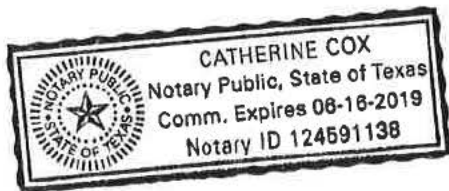
§  
§  
§

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2018 by Cyrus Tashakkori, President of Ashwood Solar I, LLC, a Delaware limited liability company, on behalf of such company.

[SEAL]

Catherine Cox  
Notary Public State of Texas  
My commission expires: 6-16-2019



This Instrument Prepared By:

A handwritten signature in black ink, appearing to read "Kris Brandenburg", is written over a horizontal line. The signature is stylized and cursive.

Kris Brandenburg, Esq.  
Thompson Hine LLP  
312 Walnut Street  
Suite 1400  
Cincinnati, Ohio 45202

Exhibit A to  
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

**Depiction of Property**

The following depicted land located in Lyon County, State of Kentucky:

- As described in Deed Book 129 at Page 346, said instrument recorded on October 31, 2002, consisting of 340.98 acres, more or less, also known as Parcel ID 38-20:

**Source of title.** Being a part of the same property conveyed to William Clayborne Rice (a/k/a W. C. Rice) by W. J. Stone, et ux, by Deed dated December 1, 1893, and appearing of record in Deed Book L, Page 546, records of the Lyon County Clerk's Office. W. C. Rice died in 1902, and pursuant to the Last Will and Testament of W. C. Rice dated March 25, 1902, said property was devised to his daughter, Ruby Catherine Rice (a/k/a Ruby Catherine Rice Brockmeyer, Ruby Catherine Brockmeyer, Ruby C. Brockmeyer, and Ruby R. Brockmeyer). See Will of W. C. Rice recorded in Will Book C, Page 115, records of the Caldwell County Clerk's Office.

Ruby Catherine Brockmeyer died testate on May 11, 1955, and she devised all of her interest in the real estate to her son, Charles H. Brockmeyer, Jr. See Will of Ruby R. Brockmeyer, of record in Will Book E, Page 432, records of the Caldwell County Clerk's Office.

Charles H. Brockmeyer, Jr. died testate on May 22, 1960, and he devised all of his interest in the property to his wife, Dorothy Lee Brockmeyer (a/k/a Dorothy Lee Quertermous). See the Will of Charles H. Brockmeyer, Jr. dated November 13, 1953, of record in Will Book F, Page 130, records of the Caldwell County Clerk's Office.

Dorothy Lee Quertermous died testate on January 29, 1981 and devised all of her interest in the property to her husband, James F. Quertermous for life, with remainder to her grandchildren, Jessica Lee Jacob and Stephanie Jacob Vidrine, after the lifetime of James F. Quertermous. See the Last Will and Testament of Dorothy Lee Quertermous dated December 31, 1964, and the First Codicil to the Last Will and Testament of Dorothy Lee Quertermous dated August 15, 1978, of record in Will Book 3, Page 60, records of the Lyon County Clerk's Office.

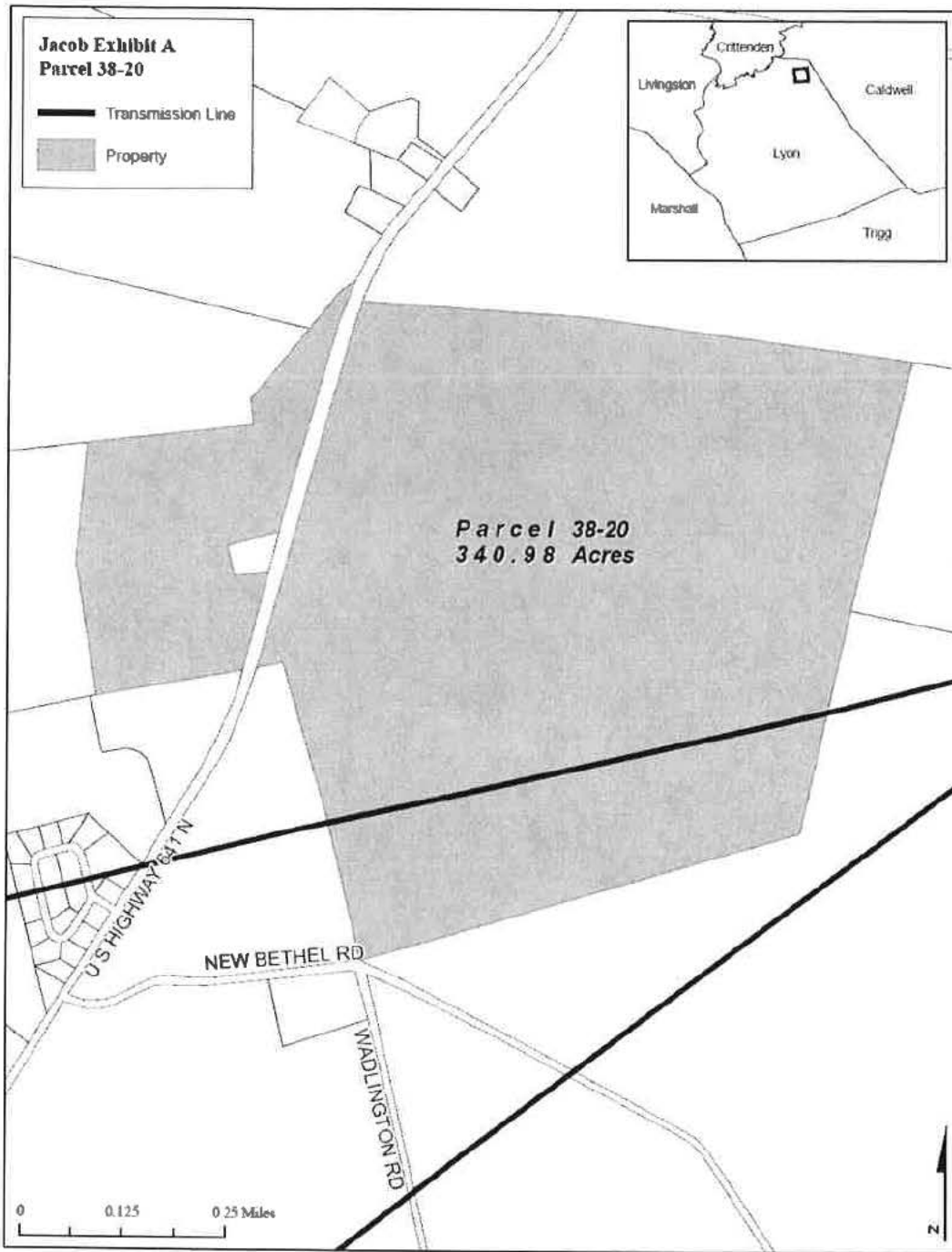
James F. Quertermous died on January 4, 2002, a resident of Lyon County, Kentucky, and ownership for the real property vested in Jessica Lee Jacob and Stephanie Jacob Vidrine.

A metes and bounds description from the December 1, 1893 deed referenced above, recorded in Deed Book L at Page 546 is reproduced below:

A certain tract of land lying on waters of Skirrans Creek in County Aforesaid and bounded thus, Namely. Beginning at a Stone buried in the ground in the middle of the road at the end of a lane at the North East Corner of New Bichal Church lat, running thence North by East 180 poles to a Stone in H.C. Rice line, thence N 7 1/2 E 189 poles to a Stone, thence S 82 N 224 poles to a Stone thence S 2 1/4 N 1/2 poles to a Stone, thence S 17 1/2 E 8 poles and 18 links to a Stone, thence S 75 N 67 poles and 7 links to a Stone in Harrows line, thence S 4 1/4 E 50 poles to a Stone, thence S 30 E 47 poles to a Stone in N. Stone line, thence N 67 E 94 poles to a Stone, thence S 28 1/2 E 52 poles to a Stone, thence S 24 E 70 poles to the Beginning. Containing 330 acres or about that amount. to the same more or less.

Total Acres: 340.98 acres, more or less, as depicted in the image on the following page:





## EXHIBIT E

### SITE RULES

Tenant will use commercially reasonable efforts to follow and to cause its personnel to follow the following rules while on the Property. Owner may bar further access to the Property by any individual who commits repeated, material violations of these rules after such individual has received at least three written warnings of a particular material violation from Owner describing, and including reasonable evidence documenting, such material violation. In addition, any individual violating rules (d)(i), (iv), or (vi) at least three times with documented evidence of such violation, will be immediately expelled from the Property and will be banned from the Property thereafter. The rules are as follows:

- a. When not in active use by Tenant, all access gates, as well as all interior gates, will remain closed at all times.
- b. Smoking is prohibited except in designated construction areas and in vehicles. Tenant will employ reasonable precautions to prevent fires and will be responsible for all damage caused by Tenant.
- c. Tenant will keep the Property clean and free of debris created by Tenant, its contractors, or others brought on to the Property by Tenant. Tenant will not use the Property for storage of items that are not related to, used or to be used in connection with, or for the benefit of all or a portion of the Project.
- d. At no time will any of employees of Tenant bring any of the following onto the Property:
  - i. weapons of any type, including but not limited to, guns, bows and arrows, or sling shots;
  - ii. animal calling devices;
  - iii. fishing equipment or nets;
  - iv. dogs, cats or any other animals;
  - v. alcoholic beverages;
  - vi. illegal drugs or related paraphernalia.
- e. Tenant, its employees, contractors, agents and any individual allowed onto the Property by Tenant will use reasonable efforts to confine their activities on the Property to the designated access routes and to the areas upon which operations are then being conducted.
- f. No wood, plants, animals (dead or alive), antlers, artifacts or any other item that was not originally brought onto the Property by Tenant personnel will be removed from the Property by such personnel, except that Tenant can burn, remove and clear wood, plants and brush on the Property.
- g. A speed limit of 25 miles per hour (15 miles per hour at night) will be strictly observed while using roads on the Property.
- h. Tenant, and its employees, contractors, and agents shall not hunt or fish on the Property.
- i. No refuse or waste construction material shall be buried on the Property.